

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
DECEMBER 17, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Proposal: Emerald Ash Borer Treatment	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">✓</div> <div> Resolution Ordinance Motion Discussion Only </div> </div>	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to authorize award two three-year contracts for Emerald Ash Borer Treatment services for:

- Group 1 and Group 2 Ash Trees to Emerald Tree Care LLC of Carol Stream, Illinois, for \$142,876.80 (an average of \$47,625 per year)
- Group 3 Ash Trees to TruGreen LP of West Chicago, Illinois, for \$18,453.90 (an average of \$6,151 per year).

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Top Quality Infrastructure* and *Steward of Fiscal and Environmental Sustainability*.

FISCAL IMPACT

The FY14 General Fund budget provides \$60,000 for this service.

RECOMMENDATION

Approval on the December 17, 2013 consent agenda.

BACKGROUND

The Village has dealt with Emerald Ash Borer by treating viable ash trees with insecticides and removing declining, infested ash trees. Currently, more than 3300 ash trees remain in the parkways which represents over 14% of the public parkway tree population. Of that, 85% of the ash trees are being treated by contractual services and Public Works crews. Treatments have been most successful for ash trees that exhibit only minor or no EAB damage, are younger in age with stem diameters from 6 to 24 inches, and that survived drought situations in fair to good condition.

A Request for Proposals was issued in November 2013 in accordance with the Village's Purchasing Policy for treatment protocols for three groups of ash trees, as follows:

- Group 1 Ash Trees: 2,188 ash trees planted in significant clusters since the early 1970's. Group 1 Ash Trees will receive soil applications of imidacloprid insecticide around their tree trunks.
- Group 2 Ash Trees: 287 high quality ash trees planted in the 1980's and 1990's. Group 2 Ash Trees will receive a combination of soil and trunk applications of imidacloprid insecticide around/into their tree trunks.
- Group 3 Ash Trees: 246 white ash trees located throughout the Village. Group 3 Ash Trees will be divided into two subgroups, with each subgroup receiving a trunk injection of TREE-ge insecticide every other year.

The proposals received are summarized in the following tables:

Group 1 Ash Trees

Service Provider	Three-Year Total
Emerald Tree Care LLC	\$99,180.00
TruGreen LP	\$150,480.00
Kramer Tree Specialists, Inc.	\$175,180.00
Robert Kinnucan Tree Experts and Landscaping Company, Inc.	\$541,500.00
The Davey Tree Expert Company	\$564,300.00

Group 2 Ash Trees

Service Provider	Three-Year Total
Emerald Tree Care LLC	\$43,696.80
Kramer Tree Specialists, Inc.	\$108,528.00
The Davey Tree Expert Company	\$146,880.00

Group 3 Ash Trees

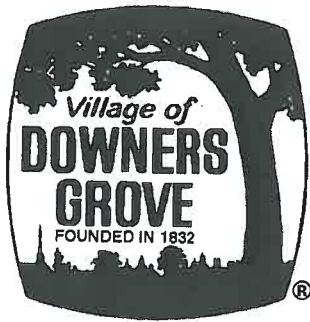
Service Provider	Three-Year Total
TruGreen LP	\$18,453.90
Robert Kinnucan Tree Experts and Landscaping Company, Inc.	\$18,495.10
The Davey Tree Expert Company	\$34,935.00
Kramer Tree Specialists, Inc.	\$37,401.00

Emerald Tree Care LLC is the lowest price proposer for Groups 1 and 2. TruGreen is the lowest price proposed for Group 3. Both services meet the needs of the Village, based on qualifications and understanding of the project. Emerald Tree Care LLC has been treating Group 1 and Group 2 Ash Trees since 2010, and TruGreen LP has been treating Group 3 Ash Trees since 2011.

ATTACHMENTS

Contract Documents – Emerald Tree Care LLC and TruGreen LP

Contractor Evaluation Forms FY13 - Emerald Tree Care LLC and TruGreen LP



REQUEST FOR PROPOSAL

Name of Proposing Company:

TRUGREEN LP

Project Name:

EMERALD ASH BORER TREATMENT

Proposal No.:

RFP-0-66-2013/tt

Proposal Due:

November 18, 2013, 11:30 a.m. at
Village of Downers Grove Civic Center
801 Burlington Avenue, Downers Grove, IL 60515

Pre-Proposal Conference:

Informational: November 13, 2013, 11:30 a.m. at
Village of Downers Grove Civic Center
801 Burlington Avenue, Downers Grove, IL 60515

Required of All Proposers:

Deposit: NO

Letter of Capability of Acquiring Performance Bond: NO

Required of Awarded Contractor:

Performance Bond/Letter of Credit: NO

Certificate of Insurance: YES

Legal Advertisement Published: November 5, 2013

Date Issued: November 5, 2013

This document consists of 41 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the
Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **November 18, 2013, 11:30 a.m.** .
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

15.1.1 That it will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it 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 Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by

such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer 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.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors

shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

18.1 This contract is not subject to the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for the work is the application of pesticide not part of or not in conjunction with covered work (see <http://www.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>).

19. PATRIOT ACT COMPLIANCE

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

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>

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Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section 20.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	
(pursuant to section 20.5 below)		

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or

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Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the

maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

24. BUY AMERICA

24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and

conditions of this Contract.

27. TERM OF CONTRACT

- 27.1 This term of this Contract will be for three (3) years unless terminated sooner in accordance with Section 28.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said

records.

- 29.4 Please send all invoices to the attention of Kerstin G. von der Heide, Village Forester, Village of Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515 or via e-mail to kvonderheide@downers.us.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

- 32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

- 33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

34. WAIVER OF CONTRACT BREACH

- 34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce

at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

36. NOT TO EXCEED CONTRACT

36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

A. Competitive Sealed Proposal

The Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village"), will receive sealed proposals from Contractors for the application of insecticidal treatments for the control of Emerald Ash Borer (EAB) identified in the solicitation. Proposals must be received by the date and time specified.

B. Informational Pre-proposal Conference:

For the purpose of familiarizing proposers with the project, answering questions, and issuing addenda as needed for clarification of the proposal documents, an informational pre-proposal conference shall be held at the Downers Grove Civic Center, 801 Burlington Avenue, Downers Grove, Illinois 60515, (630) 434-5500. Date and time of the meeting are listed on the cover sheet.

C. Objective:

This contract is for the application of insecticidal treatments to manage the spread and negative impact of EAB within the incorporated limits of Downers Grove. The specifications contained herein detail how treatment activities shall occur for parkway trees along public streets.

D. Qualifications of Contractors

The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Village Forester that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give past history and references in order to satisfy the Village Forester in regard to the Contractor's qualifications. The Village Forester shall make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Village Forester reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Village Forester that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. In addition to those requirements set forth in Terms and Conditions above, evaluation of the Contractor's qualifications shall include:

1. The ability, capacity, skill, and resources to perform the work or provide the service required
2. The ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference
3. The character, integrity, reputation, judgement, experience, and efficiency of the Contractor
4. The quality of performance of previous treatment contracts or services. The Contractor shall have been actively engaged in the ornamental pest management industry for a period of at least three (3) years. The Contractor must provide a list of three (3) references of jobs successfully completed for similar contracts.
5. The previous or existing compliance by the Contractor with laws and ordinances relating to the contract or service
6. The sufficiency of the financial resources and the ability of the Contractor to perform the contract or provide the service

7. The quality, availability and adaptability of the supplies, or contractual services to the particular use required
8. The number and scope of conditions attached to the proposal.

E. Proposer Investigations

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village Forester upon which the Contractor will rely. If the Contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

F. Quantities:

Whenever a proposal is sought for services, the quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. The Village reserves the right to increase or decrease the stated quantities. Depending upon budget, the Village Forester may increase or decrease the number of trees in all or part of Group 1 Ash, Group 2 Ash or Group 3 Ash in order to meet forestry goals.

G. Proposal Review and Award of Contract:

The Village shall review and evaluate all proposals submitted in response to this RFP. This includes reviewing each proposal for compliance with the minimum proposal requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria. These evaluation criteria include:

- Conformance to Requirements. Degree to which proposal meets technical needs of the Village. Exceptions will detract from overall rating.
- Clarity of Proposal. Degree to which proposal clearly and concisely follows the Request for Proposal. Answers must include and correspond to questions.
- Service. How the Contractor proposes to deliver service.
- References. Discussions with the Proposer's existing and any former clients.
- Costs. The cost of treatments.

✧ The Village reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible Contractors who submit proposals determined to be reasonably acceptable of being selected for award. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

The Village may conduct negotiations with the top Contractor(s) if required to determine the acceptability of the proposal in regards to specifications, terms and conditions and cost;

therefore, the proposal(s) submitted should contain the vendor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

The Village will select the highest rated, fully qualified and best suited Contractor for each specific EAB insecticidal treatment application (Group 1 Ash Trees with Basal System Soil Drench, Group 2 Ash Trees with the combination of Basal System Soil Drench and Trunk Injections, or Group 3 Ash Trees with TREE-☐ge Injections). Should the first selected Contractor be unable to fulfill the terms of the contract, the Village reserves the right to enter into a contract with the 2nd selected Contractor. If the Village does not find that any Contractor's solution(s) meet the needs and requirements, the Village is not obligated to enter into agreement for treatment. A contract recommendation report will be prepared for the Village Manager, Legal and Finance Personnel, who in turn will submit the recommendation to the Village Council for approval and contract award.

H. Term of Contract:

In accordance with terms mentioned in Section 27.1 above, the contract term shall be three (3) complete calendar years starting January 1 of 2014 and ending December 31 of 2016.

I. Insecticidal Treatment Specifications:

The Contractor shall provide sufficient EAB insecticides, appropriate equipment and personnel for the project. The Contractor shall provide tree insecticide application services for EAB control as described herein and in accordance with the terms and conditions of this specification. The Contractor must include, as part of the work under this contract, the movement and transportation of equipment and supplies to and from the work sites.

1. Group 1 Ash – Basal System Soil Drench

- a. Group 1 Ash trees are composed of monoculture plantings of ash trees planted in the early 1970's as well as other significant ash plantings. Actual address and tree listings will be provided to the awarded Contractor. The number of Group 1 Ash trees is 2,188 with a cumulative trunk diameter of 38,000". These trees have the following DBH ranges: (DBH is Diameter at Breast Height measured at 4.5 feet above ground)
 - 32 trees with 2.0" to 6.0" DBH,
 - 87 trees with 6.1" to 9.0" DBH,
 - 197 trees with 9.1" to 12.0 DBH,
 - 374 trees with 12.1" to 15.0" DBH,
 - 519 trees with 15.1" to 18.0" DBH,
 - 435 trees with 18.1" to 21.0" DBH,
 - 328 trees with 21.1" to 24.0" DBH,
 - 148 trees with 24.1" to 27.0" DBH,
 - 56 trees with 27.1" to 30.0" DBH,
 - 12 trees with greater than 30.1" DBH.
- b. The Contractor must ensure proper identification of ash trees along the street, and that trees and addresses on the supplied list correspond to trees and addresses found along the street.
- c. Each tree shall be measured at a point 4.5 feet above ground or Diameter at Breast Height

- (DBH).
- d. The Insecticide shall be Rainbow Treecare Xytect 75 WSP at a rate of rate of one (1) packet (1.6 oz) for every 24 inches of cumulative trunk diameter for trees under 15" DBH and one (1) packet (1.6 oz) for every 12 inches of cumulative trunk diameter for trees over 15" DBH, or Quali-Pro Imidacloprid 2F at a rate of 0.2 fluid ounces per inch of trunk diameter for trees under 15" DBH and 0.4 fluid ounces per inch of trunk diameter for trees over 15" DBH. The Village Forester must approve any and all alternative products proposed.
 - e. All Group 1 Ash shall also receive, in addition to the imidacloprid product in the mixture, fertilizer (18-3-6 Classic liquid fertilizer with 50% slow release nitrogen plus micronutrients manufactured by Growth Products) and soil amendment (Essential Plus 1-0-1 Natural Organic Soil Amendment and Root Stimulator with 21 L-Amino Acids manufactured by Growth Products). The Village Forester must approve any and all alternative products proposed.
 - f. The soil drench mixture shall be the appropriate amount of imidacloprid product, 1.5 gallons of 18-3-6 Classic slow release fertilizer, and 64 ounces of Essential 1-0-1 per 100 gallons of water.
 - g. The Contractor shall dispense the proper amount of solution evenly around the base of the tree. The Contractor shall uniformly apply the dosage in no less than 10 gallons of water per 1,000 square feet.
 - h. In no case shall material be allowed to puddle and run off-site. Any appearance of treatment solution moving from the site shall halt the treatment. Treated areas shall be monitored until all liquid chemical is absorbed by the soil.
 - i. All soil drench equipment must be approved by Village Forester prior to commencing work.

2. Group 2 Ash – Basal System Soil Injection and Trunk Injection

- a. Group 2 Ash trees are white ash trees located throughout the Village which were planted predominantly in the 1980's and 1990's. Actual address and tree listings will be provided to the awarded Contractor. The number of Group 2 Ash trees is 287 with a cumulative trunk diameter of 4,080". These trees have the following DBH ranges:
 - 6 trees with 2.0" to 6.0" DBH,
 - 25 trees with 6.1" to 9.0" DBH,
 - 45 trees with 9.1" to 12.0" DBH,
 - 76 trees with 12.1" to 15.0" DBH,
 - 98 trees with 15.1" to 18.0" DBH,
 - 35 trees with 18.1' to 21.0" DBH
 - 2 trees with 21.1" to 24.0" DBH.
- b. The Contractor must ensure proper identification of ash trees along the street, and that trees and addresses on the supplied list correspond to trees and addresses found along the street.
- c. Each tree shall be measured at a point 4.5 ft above ground or Diameter at Breast Height (DBH).
- d. The Insecticide shall be Rainbow Treecare Xytect 75 WSP at a rate of rate of one (1) packet (1.6 oz) for every 24 inches of cumulative trunk diameter for trees under 15" DBH and one (1) packet (1.6 oz) for every 12 inches of cumulative trunk diameter for trees over

15" DBH, or Quali-Pro Imidacloprid 2F at a rate of 0.2 fluid ounces per inch of trunk diameter for trees under 15" DBH and 0.4 fluid ounces per inch of trunk diameter for trees over 15" DBH. The Village Forester must approve any and all alternative products proposed.

- e. All Group 2 Ash shall also receive, in addition to the imidacloprid product in the mixture, fertilizer (18-3-6 Classic liquid fertilizer with 50% slow release nitrogen plus micronutrients manufactured by Growth Products) and soil amendment (Essential Plus 1-0-1 Natural Organic Soil Amendment and Root Stimulator with 21 L-Amino Acids manufactured by Growth Products). The Village Forester must approve any and all alternative products proposed.
- f. The soil drench mixture shall be the appropriate amount of imidacloprid product, 1.5 gallons of 18-3-6 Classic slow release fertilizer, and 64 ounces of Essential 1-0-1 per 100 gallons of water.
- g. The Contractor shall dispense the proper amount of solution evenly around the base of the tree. The Contractor shall uniformly apply the dosage in no less than 10 gallons of water per 1,000 square feet.
- h. In no case shall material be allowed to puddle and run off-site. Any appearance of treatment solution moving from the site shall halt the treatment. Treated areas shall be monitored until all liquid chemical is absorbed by the soil.
- i. All soil drench equipment must be approved by Village Forester prior to commencing work.
- j. All Group 2 Ash trees are also to receive trunk injections described in the following:
- k. Each tree's trunk circumference needs to be measured within 12" of the ground before trunk injections occur. The Contractor needs to be aware that trunk diameter at 12" above ground is larger than DBH measured at 4.5' above the ground, and that trunk circumference equals the diameter multiplied by pi (π) with pi equal to 3.14159.
- l. The Insecticide shall be Pointer Insecticide manufactured by Arbor Systems. The Village Forester must approve any and all alternative products proposed.
- m. The dosage shall be 1 ml per 4" of trunk circumference measured within 12" of the ground.
- n. Application shall be with the Direct-Inject QC Tree Injection device system manufactured by Arbor Systems with a Wedge Tip, the WedgeChek Punch and WedgeCheks.
- o. Injection holes shall be spaced at 4" intervals around the trunk circumference measured within 12" of the ground. Ash trees with large root flares may require more injections.
- p. The Contractor shall make the injection holes by inserting the WedgeChek Punch into the appropriate bark area and removing bark cores for the injection holes. The Contractor shall avoid damaging the xylem tissue (sapwood) with the WedgeChek Punch.
- q. The Contractor shall insert a WedgeChek into the site where the bark core has been removed, and then insert the Wedge Tip through the WedgeChek until resistance felt of the tip meeting sapwood. The tip is not to be forced into the sapwood. Thick barked trees require a longer injection tip.
- r. The Contractor shall inject a 1 ml dose of Pointer Insecticide by the injector device according to manufacturer's instructions, and shall continue to work around the circumference of the tree making an injection every 4".
- s. Application equipment must remain in optimal operating condition per manufacturer specifications at all times and must immediately be repaired or replaced if determined to

not be performing properly. If application equipment is determined to be performing below the manufacturer's specifications and the Contractor fails to repair or replace equipment before continuing work, the Contractor shall be required to return and re-inject all trees injected with the under-performing equipment.

3. Group 3 Ash – Trunk Injection of TREE- \square ge

- a. Group 3 Ash trees are white ash trees located throughout the Village. Actual address and tree listings will be provided to the awarded Contractor. The total number of Group 3 Ash trees is 246, with only 123 trees with a cumulative trunk diameter of 1,370" to be treated annually. For each year, these trees have the following DBH ranges:
 - 6 trees with 2.0" to 6.0" DBH,
 - 34 trees with 6.1" to 9.0" DBH,
 - 36 trees with 9.1" to 12.0 DBH,
 - 25 trees with 12.1" to 15.0" DBH,
 - 14 trees with 15.1" to 18.0" DBH,
 - 6 trees with 18.1" to 21.0" DBH, and
 - 2 trees with 21.1" to 24.0" DBH.
- b. The Contractor must ensure proper identification of ash trees along the street, and that trees and addresses on the supplied list correspond to trees and addresses found along the street.
- c. Each tree shall be measured at a point 4.5 ft above ground or Diameter at Breast Height (DBH).
- d. The Insecticide shall be TREE- \square ge with 4.0% emamectin benzoate manufactured by Syngenta. The Village Forester must approve any and all alternative products proposed.
- e. Application shall be with the Arborjet Tree I.V. System, Arborjet QUIK-jet System, or Arborjet Air Hydraulic System. All systems shall utilize #3 Arborplugs (9/32") manufactured by Arborjet. These #3 Arborplugs will remain in the tree after injection.
- f. Injection holes shall be spaced at 6" intervals around the trunk circumference measured within 3" or 10" off the ground depending on when the last injection occurred. All Group 3 Ash trees have received at least 1 injection in the last 3 years. Future injection holes shall be at a height of 3" or 10" depending. For trees under 8 inches in diameter, holes shall spiral around the stem in staggered positions so as not to be at the same height. The Village Forester shall inform the awarded Contractor of the appropriate height.
- g. The Contractor shall drill through the bark then 5/8" to 1-5/8" into the sapwood with the appropriate sized drill bit. The Contractor shall select tree trunk sites associated with stem growth and sapwood that is intact and healthy so that the injection system applies material directly into the xylem and not into the cambium. Injured areas or areas with decay shall be avoided.
- h. Application equipment must be capable of injecting a metered dose, and the system must be closed, preventing the loss of dose through individual injector failure.
- i. Application equipment must remain in optimal operating condition per manufacturer specifications at all times and must immediately be repaired or replaced if determined to not be performing properly. If application equipment is determined to be performing below the manufacturer's specifications and the Contractor fails to repair or replace equipment before continuing work, the Contractor shall be required to return and re-inject all trees injected with the under-performing equipment.

- j. Dosage shall be based on tree diameter and the system being used as listed in the following table. For the Tree I.V. system, total milliliters of TREE-ge shall be diluted 1:1 with water, while the QUIK-jet System and Air Hydraulic System shall use undiluted TREE-ge.

TREE I.V.			Air Hydraulic/ QUIK-jet set to 3 Milliliters			
Tree Diameter (DBH) inches	Total TREE- age Milliliters per Tree	Injection Sites per Tree	Tree Diameter (DBH) inches	Milliliters of TREE- age per Injection Site	Total TREE- age Milliliters per Tree	Injection Sites per Tree
4	15	4	4	6	18	3
5	15	4	5	6	18	3
6	20	4	6	6	18	3
7	20	4	7	6	24	4
8	25	4	8	6	24	4
9	30	4	9	6	30	5
10	30	4	10	6	30	5
11	40	4	11	6	36	6
12	40	4	12	6	36	6
13	45	4	13	6	42	7
14	50	4	14	6	48	8
15	60	8	15	9	63	7
16	65	8	16	9	72	8
17	75	8	17	9	72	8
18	80	8	18	9	81	9
19	90	8	19	9	81	9
20	110	8	20	12	108	9
21	120	8	21	12	120	10
22	135	8	22	12	132	11
23	150	8	23	12	144	12
24	155	8	24	12	144	12
25	160	8	25	12	156	13
26	170	8	26	12	168	14
27	180	12	27	12	180	15
28	195	12	28	15	195	13
29	210	12	29	15	210	14
30	225	12	30	15	225	15

J. Trade Name:

In cases where an item is identified by a manufacturers name, trade name, catalog number, or reference, it is understood that the Contractor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Contractor. Reference to a specific manufacturer, trade name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Contractor articles that will be satisfactory. The Village Forester reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially

therewith. If alternate product other than the product listed is proposed the Contractor must submit the alternate with their proposal.

K. Material Specifications:

The Contractor shall supply the Village Forester with the most current Label and Material Safety Data Sheet (MSDS) available for the proposed products. The Contractor is responsible for following the Label and MSDS requirements for protective equipment and safe chemical handling. The Contractor must meet OSHA and any other federal, state and local safety requirements. The Contractor will be held responsible for any damage to personnel, Village facilities, chemicals and equipment for these specifications to ensure product safety. The Contractor must ensure that all necessary protective equipment is considered incidental to the contract.

L. Proof of Purchase:

Prior to starting the project, the Contractor shall be required to show proof of purchase of specified products.

M. Expiration Dates of Product/ Supplies:

Any required product and/or supplies that have expiration dates must have at least nine (9) months of shelf life before the expiration date. Failure to comply with this requirement may result in rejection of any product and/or supplies to be used. If the product is rejected, the Contractor shall be responsible for replacement within forty eight (48) hours.

N. Water Access:

The Village will make one designated hydrant with a meter available to fill-up with water at the Public Works facility. A hydrant authorization form shall be completed and a one-time current administrative fee shall be paid by the Contractor before any water is obtained (the fee in 2013 was \$27.00). The Contractor shall be required to fill out the water usage sheets with each fill-up and check-in with the Public Works front office. The Contractor shall supply the appropriate hose and hydrant wrench to attach to the designated hydrant meter (meter has male threaded 2" standard hydrant connection). Under no circumstances shall the Contractor wash or rinse any equipment, containers, tools or any other equipment at the designated hydrant site.

O. Spills:

The Contractor is solely responsible for any and all spills or leaks prior to and during unloading or transporting of their product. The Contractor hereby agrees to reasonably evacuate and warn those persons that may be affected by the spill and must clean up such spills or leaks to the satisfaction of the Village and in a manner that complies with applicable federal, state and local laws and regulations. The Contractor is responsible for any costs associated with spill clean-ups.

P. Clean Up:

The Contractor shall, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the Village. Upon completion of work, the Contractor must

remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation. The Contractor shall be required to remove all product containers after a service is completed and prior to leaving the work site, and properly dispose of all product containers.

Q. Unauthorized Product Application:

The Contractor must ensure proper identification of trees. The Contractor must not apply any unauthorized product materials or make unscheduled applications. If the Contractor does apply unauthorized product materials, or make unscheduled applications, the Contractor is responsible for all damages and replacement and/or clean-up of all damaged areas, plants, flowers, etc. caused by such unauthorized application or unscheduled application.

R. Treatment Area:

The treatment area is within the incorporated limits of Downers Grove. Various Village maps can be found at the Village's website at <http://www.downers.us>. Group 1, Group 2 and Group 3 Ash trees are located throughout the Village, and maps shall be furnished to the awarded Contractor(s).

S. Illinois Department of Agriculture Pesticide License and Regulations:

The Contractor shall supply proof that all equipment operators have the appropriate State of Illinois Department of Agriculture Pesticide licenses and that they are properly trained to apply the insecticide treatment. The Contractor must possess valid Illinois Pesticide Applicators licenses and be authorized to purchase the items needed to perform EAB control at the time the proposal is submitted. Copies of all certifications and licenses are required. The Contractor shall keep records of all pesticide applications in accordance with laws and regulations of the Illinois Pesticide Act including but not limited to the EPA registration number and either the brand name or product name of the pesticide, the date and amount applied, and the location at which the pesticide was mixed and or loaded into the application equipment.

T. Lawn Care Products Application and Notice Act:

The Contractor shall follow the Lawn Care Products Application and Notice Act (415 ILCS 65/1 *et seq.*). The Act requires the placement of markers immediately after application is made. The markers must be placed at the point(s) of entry into the application area.

U. Application Times and Completion Timeframes:

Application treatment shall commence at the direction of the Village Forester and shall continue until the Contractor is directed to cease treatment applications. Weather and soil conditions shall be monitored by the Contractor to ensure optimal uptake. Once treatments have begun, the Contractor shall work successive workdays as weather allows until all applications have been completed. The Contractor shall contact the Village Forester every day of application. Applications are expected to occur during the appropriate times using the following guide:

Group 1 Ash trees – April

Group 2 Ash trees – April for soil injection, and May/June for trunk injection

Group 3 Ash trees – June/July

V. Report Form Submission

The Village will provide the "Ash Tree Checklist" report form for Group 1 Ash, Group 2 Ash, or Group 3 Ash to the awarded Contractor. The Contractor shall be responsible to submit this "Ash Tree Checklist" report form to list, at a minimum, the tree diameter and date each tree was treated. The submitted report form will be inspected for compliance with the specifications. Report forms will then be used to verify and approve payment for services.

W. Contractor Personnel and Equipment:

The Contractor shall supply all material, equipment and personnel necessary to complete the work specified. The Contractor shall rent equipment as needed to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time period. All vehicles and equipment needs to have the Contractor's name in a visible location.

The Contractor will employ only competent and efficient employees. Whenever, in the opinion of the Village Forester, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Village Forester, remove the employee from the work and will not employ such employee again for the work under this Contract. The Contractor then must provide replacement staff satisfactory to the Village Forester or other Village representative in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees is the responsibility solely of the Contractor.

X. Work Crew Supervision:

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the Village Forester or other Village representative.

Y. Workdays, Working Hours, and After Hours Contact:

The Contractor shall schedule work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless authorized by the Village Forester or other Village representative.

The Contractor shall supply a contact phone number which shall be more than just an answering machine in case an emergency situation arises which needs to be discussed.

Z. Public Convenience and Traffic Control

All work performed under this contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities where the work is performed. The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the Village. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to minimize any hazard to traffic or pedestrians.

AA. Inspection of Work:

All work shall be completed to the satisfaction of the Village Forester or Forestry representative and same shall resolve any questions as to proper procedures or quality of workmanship.

AB. Unsatisfactory Work

If, at any time during the contract, the service performed or work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Village shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The Village reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

AC. Costs and Basis of Payment

The Contractor affirms and states that the prices submitted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered severally and collectively.

The Contractor shall be paid for the work described herein on a per tree DBH inch basis depending on the proposal. The contract unit prices shall remain firm for the contract term.

The Contractor shall send all invoices to the Village Forester. The Village will pay the Contractor after receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets the contract requirements, whichever occurs later.

AD. Questions during the Proposal Process:

All questions shall be directed to:

Theresa H. Tarka, Purchasing Department, (630) 434-5530 and FAX (630) 434-5571.

AE. Proposal Form Submission:

Each proposer shall submit the original and two copies of the proposal in a sealed envelope no later than the time and date specified on the cover sheet. Proposals received after the specified time shall be rejected and returned to the proposer unopened. Each proposal shall contain:

1. Prices for Group 1 Ash and Group 2 Ash and Group 3 Ash.
2. A listing of the equipment operators with pesticide licenses

Village of Downers Grove

3. At least three (3) municipal or other governmental references who can attest to the Contractor's previous satisfactory performance with similar contracts for EAB treatment. Include names, addresses and phone numbers.
4. Applicable insurance information supplied and forms completed.
5. For this particular contract, it is the opinion of the Village that Apprentice and Training Certificates and Buy America Certificates are not applicable, and can remain blank.
6. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate.
7. Signature block completed including an after-hours phone number (24 hour contact) other than an answering machine.
8. Description of how the service is to be provided. Include previous experience and examples from other municipalities where practical.

IV. PROPOSER'S RESPONSE TO RFP

The undersigned Contractor offers to provide to the Village of Downers Grove, an Illinois municipal corporation, EAB treatment services conforming to the terms and conditions set forth herein.

A. Group 1 Ash Trees – Basal System Soil Drench

The number of Group 1 Ash trees is 2,188 with a cumulative trunk diameter of 38,000". The soil drench mixture shall be the appropriate amount of imidacloprid product, 1.5 gallons of 18-3-6 Classic slow release fertilizer, and 64 ounces of Essential 1-0-1 per 100 gallons of water. The imidacloprid product shall be Rainbow Treecare Xytect 75 WSP at a rate of rate of one (1) packet (1.6 oz) for every 24 inches of cumulative trunk diameter for trees under 15" DBH and one (1) packet (1.6 oz) for every 12 inches of cumulative trunk diameter for trees over 15" DBH, or Quali-Pro Imidacloprid 2F at a rate of 0.2 fluid ounces per inch of trunk diameter for trees under 15" DBH and 0.4 fluid ounces per inch of trunk diameter for trees over 15" DBH. The Village Forester must approve any and all alternative products proposed.

Group 1	Estimated Quantities	Unit Price per inch	Extension
Prices for 2014	38,000 inches	\$1.32/in	\$50,324.00
Prices for 2015	38,000 inches	\$1.32/in	\$50,324.00
Prices for 2016	38,000 inches	\$1.32/in	\$50,324.00
TOTAL for 3 years			\$150,972.00

Proposed Products - 18-3-6 CLASSIC SLOW RELEASE FERTILIZER
 - ESSENTIAL ~~1-0-1~~
 - MERIT 2F

Attach all pertinent labels and MSDS sheets

SEE ATTACHED

B. Group 2 Ash Trees – Basal System Soil Drench and Trunk Injection

The number of Group 2 Ash trees is 287 with a cumulative trunk diameter of 4,080". The soil drench mixture shall be the appropriate amount of imidacloprid product, 1.5 gallons of 18-3-6 Classic slow release fertilizer, and 64 ounces of Essential 1-0-1 per 100 gallons of water. The imidacloprid product shall be Rainbow Treecare Xytect 75 WSP at a rate of rate of one (1) packet (1.6 oz) for every 24 inches of cumulative trunk diameter for trees under 15" DBH and one (1) packet (1.6 oz) for every 12 inches of cumulative trunk diameter for trees over 15" DBH, or Quali-Pro Imidacloprid 2F at a rate of 0.2 fluid ounces per inch of trunk diameter for trees under 15" DBH and 0.4 fluid ounces per inch of trunk diameter for trees over 15" DBH. The trunk injection product shall be Pointer Insecticide and shall be applied at 1 ml per 4" trunk circumference measured within 12" of the ground. The Village Forester must approve any and all alternative products proposed.

Group 2	Estimated Quantities	Unit Price per inch	Extension
Prices for 2014	4,080 inches		NO BID
Prices for 2015	4,080 inches		
Prices for 2016	4,080 inches		
TOTAL for 3 years			

Proposed Products

Attach all pertinent labels and MSDS sheets

C. Group 3 Ash – Trunk Injection of TREE- \square ge

The total number of Group 3 Ash trees is 246, with only 123 trees with a cumulative trunk diameter of 1,370" to be treated annually. The Insecticide shall be TREE- \square ge with 4.0% emamectin benzoate manufactured by Syngenta. Application shall be with the Arborjet Tree I.V. System, Arborjet QUIK-jet System or Arborjet Air Hydraulic System. All systems shall utilize #3 Arborplugs (9/32") manufactured by Arborjet. The Village Forester must approve any and all alternative products proposed.

Group 3	Estimated Quantities	Unit Price per inch	Extension
Prices for 2014	1,370 inches	\$4.49/IN	\$6151.30
Prices for 2015	1,370 inches	\$4.49/IN	\$6151.30
Prices for 2016	1,370 inches	\$4.49/IN	\$6151.30
TOTAL for 3 years			\$18,453.90

Proposed Products TREE- \square GE (SEE ATTACHED)

Attach all pertinent labels and MSDS sheets

SEE ATTACHED

D. Phone Numbers

Name and phone number of 24- hour contact JACK GERDEVICH
847-652-6054

E. Personnel

Licensed equipment operators who shall be present each workday:

Name and license # RON LEVINSON # 04386863

Name and license # MICHAEL FREEDMAN # 04214670

Name and license # KURT LUKAS # 04313808

F. Description of service

Attach a description of how the EAB treatment service is to be provided. Include previous experience and examples from other municipalities where practical.

TruGreen has performed Emerald Ash Borer (EAB) services to many Municipalities, Park Districts, and residential properties throughout the Chicagoland area over the past 7 years. See reference sheet. During that period TruGreen has serviced thousands of Ash Trees to protect them from the Emerald Ash Borer.

Included in that list is the Village of Downers Grove, which over the past 4 years TruGreen has taken great pride in treating hundreds of Ash trees throughout the village. The method used to treat those trees is called Tree-age. If awarded, TruGreen will perform the same Tree-age service as specified in the RFP.



1075 Carolina Drive » West Chicago, IL 60185
office » (630)231-8770 » fax » (630)231-8861
TruGreen.com

MUNICIPAL REFERENCE LIST

Municipality: VILLAGE of ITASCA
 Address: 264 N PROSPECT , ITASCA
 Telephone # 630-805-2895
 Forestry Contact Name DAVE SLOAN
 Year of the treatment contract 4 YEARS (2010 - PRESENT)

Municipality VILLAGE of SKOKIE
 Address: 5015 DAVIS ST. SKOKIE
 Telephone # 847-933-8427
 Forestry Contact Name CATHY STEVENS
 Year of the treatment contract 7 YEARS (2007 - PRESENT)

Municipality: VILLAGE of GLENVIEW
 Address: ~~224~~ 1323 SHERMER RD , GLENVIEW
 Telephone # 847-904-4536
 Forestry Contact Name ROBYN FLAHE
 Year of the treatment contract 5 YEARS (2009 - PRESENT)

Municipality GLEN-ELLYN PARK DISTRICT
 Address: 185 SPRING AVE , GLEN ELLYN
 Telephone # 630-942-7265
 Forestry Contact Name DAN HOPKINS
 Year of the treatment contract 2 YEARS (2013)

Municipality: SKOKIE PARK DISTRICT
 Address: 7701 SKOKIS BLVD , SKOKIS
 Telephone # 847-674-1507
 Forestry Contact Name STEVE AMES
 Year of the treatment contract 5 YEARS (2009 - PRESENT)

Municipality VILLAGE of DOWNERS GROVE
 Address: 5101 WALNUT AVE
 Telephone # 630-434-5475
 Forestry Contact Name KERSTIN VON DER HEIDE
 Year of the treatment contract 4 YEARS (2010 - PRESENT)

Municipality: _____
 Address: _____
 Telephone # _____
 Forestry Contact Name _____
 Year of the treatment contract _____

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

TRUGREEN L.P.
Company Name

Date: 11-18-13

1075 CAROLINA DR
Street Address of Company

KARLSCHERTZ@TRUGREENMAIL.COM
Email Address

West Chicago, IL 60185
City, State, Zip

Karl Schertz
Contact Name (Print)

630-231-8770
Business Phone

630-231-8770
24-Hour Telephone

630-231-8861
Fax

Karl Schertz
Signature of Officer, Partner or
Sole Proprietor

ATTEST: If a Corporation

Karl Schertz General Manager
Print Name & Title

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: TRUGREEN LP
 ADDRESS: 1075 CAROLINA DR.
 CITY: WEST CHICAGO
 STATE: IL
 ZIP: 60185
 PHONE: 630-231-8770 FAX: 630-231-8861
 TAX ID #(TIN): 36-3734669

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: TRUGREEN
 ADDRESS: P.O. Box 9001128
 CITY: LOUISVILLE
 STATE: KY ZIP: 40290-1128

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company - Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
<u>Partnership</u> Limited	Limited Liability Company-Corporation
Medical	Corporation
Charitable/Nonprofit	Government Agency

SIGNATURE: Karl [Signature]

DATE: 11-18-13

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to EMERALD LSH BORER^{TREATMENT}, Proposer TRUGREEN hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment

PROPOSER'S CERTIFICATION (page 2 of 3)

of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]
Proposer's Authorized Agent

36-3734669

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 16th day of Nov., 2013.
[Signature]
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____,
which operates under the Legal name of _____, and
the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership LIMITED

Signatures and Addresses of All Members of Partnership:

TRUGREEN INC. - MANAGING GENERAL PARTNER
860 RIDGE LAKE BLVD, MEMPHIS TN 38120

TRUGREEN COMPANIES L.L.C. LIMITED PARTNER
860 RIDGE LAKE BLVD, MEMPHIS TN 38120

SIGNED PER DESIGNATION LETTER

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: TRUGREEN LIMITED PARTNERSHIP
which name is registered with the office of _____ in the state of
DELAWARE.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Insurer's Name Zurich American INS

Agent _____

Street Address 1400 AMERICAN LN

City, State, Zip Code Schaumburg, IL 60194

Telephone Number 866-283-7122

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: TRUGREEN

Print Name and Title of Authorizing Signature: Karl Schertz - General Manager

Signature: Karl Schertz

Date: 11-18-13

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.


Company Name: TRUGREEN L.P.

Address: 1075 CAROLINA DR.

City: WEST CHICAGO Zip Code: 60185

Telephone: (630) 231-8770 Fax Number: (630) 231-8861

E-mail Address: KARLSCHERTZ@TRUGREENMAIL.COM

Authorized Company Signature: 

Print Signature Name: KARL SCHERTZ Title of Official: GENERAL MANAGER

Date: 11-18-13

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

KARL SCHEERTZ
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Carol Pearson
VP, Secretary and
Division General Counsel
860 Ridge Lake Blvd.
Memphis, TN 38120
Direct Dial: 901/597-1894
E-Mail: carolpearson@trugreenmail.com


DESIGNATION OF REPRESENTATIVE

I, Carol J. Pearson, Vice President, Secretary and Division General Counsel for TruGreen, Inc., managing general partner of TruGreen Limited Partnership, a Delaware limited partnership, ("Company"), do hereby authorize and direct, Karl Schertz, General Manager, TruGreen, 1075 Carolina Drive, West Chicago, IL 60185 to represent the Company with full authority to execute bid documents, contracts and related documents in connection with the Bid for Treatment Emerald Ash Borer for the Village of Downers Grove – Bid # RFP-0-66-2013/tt, and/or to effectuate the terms of the contracts entered into between the Village of Downers Grove and TruGreen.

This Designation of Representative expires at midnight one year from the date hereof.

TRUGREEN LIMITED PARTNERSHIP

By: TruGreen, Inc., general partner

By: 
Carol J. Pearson
Vice President, Secretary, and Division General
Counsel
Dated: November 8, 2013



**EXCEPTIONS TO BID
For
The Village of Downers Grove
Emerald Ash Borer Treatment
#RFP0-66-2013/tt**

TruGreen's bid is expressly contingent upon acceptance of the following "Exceptions" to the General Conditions, Actual Contract Verbiage, and Insurance Requirements sections of the bid documents:

Revise or modify Section 20.10 to remove the sentence that says: At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

With regard to the removal of the Deductibles and Self-Insured Retentions, TruGreen is a subsidiary of The ServiceMaster Company, which is a large corporation with annual revenues of \$3.5 Billion dollars, and like many large corporations, insures its operations with a large deductible insurance program. TruGreen and ServiceMaster are 100% insured by Zurich Insurance Company, which has a very strong A.M. Best rating and holds collateral from ServiceMaster/TruGreen in the form of a letter of credit to secure all future claim payments within the deductible layer. Unlike a self-insured program, all claims are paid by Zurich regardless of the deductible.

TRUGREEN LIMITED PARTNERSHIP

BY: Carol J Pearson

TITLE: V.P. and Division General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
INSURED TruGreen Limited Partnership 860 Ridge Lake Boulevard Memphis TN 38120-9434 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570049323804

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLO293865605	01/01/2012	01/01/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG Included
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Pesticide or Herbicide Applicator Cov						
	<input checked="" type="checkbox"/> Contractual Liability						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			BAP 2938657-05 AOS	01/01/2012	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC293865405 AOS	01/01/2012	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC293865505 WI	01/01/2012	01/01/2015	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: TruGreen Limited Partnership - Branch No. 5806. Village of Downers Grove, its officers, officials, employees and volunteers are included as Additional Insured under the General Liability and Automobile Liability policies if required by written contract. Waiver of Subrogation applies to the General Liability, Automobile Liability and Workers' Compensation policies if required by written contract with Village of Downers Grove.

CERTIFICATE HOLDER**CANCELLATION**

Village of Downers Grove Attn: Kerstin Vonderheide 5101 Walnut Ave. Downers Grove IL 60515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Village of Downers Grove

Contractor Evaluation

Contractor: TruGreen LP

Project: Emerald Ash Borer Treatment 2013 – Quote for TREE- ge

Primary Contact: Jack Gerdevich 847-652-6054

Time Period: started June 3, 2013, and finished June 11, 2013.

On Schedule (allowing for uncontrollable circumstances): yes

Provide details if early or late completion: All work was completed on time and per the treatment specifications for TREE- ge. In total, 127 trees were treated with stem injections at a cost of \$6,979.50.

Change Orders (attach information if needed): none

Difficulties / Positives: TruGreen LP was very easy to deal with and they are very experienced with EAB treatments that require stem injections. I was able to communicate with the crew about the tree locations and treatment needs.

Interaction with public: Excellent.

Complaints: none

Compliments: none

General Level of Satisfaction with work: Well Satisfied

Should the Village contract with this vendor in the future? Yes

Reviewers: Kerstin G. von der Heide, Village Forester

Date: November 19, 2013