

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/21/2017

SUBJECT:	SUBMITTED BY:
Award of Contracts for Emerald Ash Borer Treatment	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to authorize an award of three-year contracts for Emerald Ash Borer treatment services for a total amount of \$97,636.80 as follows:

- Group 1 Ash Trees to TruGreen LP of West Chicago, Illinois, for \$40,734.00
- Group 2 Ash Trees to Steve Piper and Sons of Naperville, Illinois for \$37,372.80
- Group 3 Ash Trees to Kinnucan Company of Lake Bluff, Illinois for \$19,350.00

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Steward of Financial, Environmental, and Neighborhood Sustainability* and *Exceptional Municipal Services*.

FISCAL IMPACT

The total cost for FY17 for these three contracts is \$32,104. The FY17 Budget includes \$36,000 in the Capital Projects Fund, (Page 4-29 Line 18), for these services.

RECOMMENDATION

Approval on the March 21, 2017 consent agenda.

BACKGROUND

Since the discovery of Emerald Ash Borer (EAB) in Illinois in 2006, staff has implemented a comprehensive EAB management plan. The plan consists of evaluating all ash trees on an annual basis, selectively treating those most likely to survive, and removing those already heavily infested or declining. When unmanaged, EAB is notorious for devastating a community's ash trees in a matter of a few years. A comprehensive EAB management plan allows the Village to deal with EAB on a longer timeline.

Since 2006, the number of ash trees has been gradually reduced from 4,525 (19% of the parkway tree inventory) to the current number of 1,972 (8.61% of the inventory). A variety of treatments have been applied over the years, which in turn has slowed down the rate of ash tree losses, and kept the removal and replacement workload manageable. Staff has been changing treatment products, refining application procedures depending on recent research findings, reviewing finances, and adjusting the number of ash trees being treated based on the likelihood of survival. Of the remaining ash trees, 1,856 are planned for treatment. Treatments have been most successful for trees that exhibit only minor or no EAB damage, are

younger in age with trunk diameters from 6 to 24 inches, and have survived drought situations in fair to good condition. Trees have been prioritized by species and condition, and placed into 3 different treatment groups:

- Group 1 Ash trees are composed of clustered or dense ash plantings consisting mostly of green ash planted in the 1970's. Generally, these trees provide shade canopy over the roadway, but are more likely to have nuisance branch breakage and irregular forms than those in groups 2 and 3. This group has 1,058 ash trees to be treated annually with soil applications of imidacloprid insecticide around their tree trunks.
- Group 2 Ash trees are ash trees located throughout the Village, and are a combination of green and white ash trees. These have had limited canopy dieback to date, and have been treated with a variety of products over the years. This group has 578 ash trees, with only 289 trees to be treated annually with a trunk injection of Boxer insecticide using the wedge direct-inject system. Boxer is a newer product that should provide 2 years of protection.
- Group 3 Ash trees are white ash trees located throughout the Village that have been purchased and planted by the Village. This group overall has the best form both aesthetically and structurally, as well as the best fall color. These have been treated with a stem injection of TREE-age every other year. TREE-age has been the most successful treatment product used to date and also the most expensive. This group has 220 ash trees, with only 110 trees to be treated annually with a trunk injection of TREE-age insecticide using the Arborjet system. TREE-age provides 2 years of protection.

A Request for Proposals was issued and published in January 2017 in accordance with the Village's Purchasing Policy. Proposers were asked to review groups of ash trees, list treatment options and provide prices for 3 years. The proposals received are summarized in the following tables:

Group 1 Ash Trees

Service Provider	Total 2017	Total 2018	Total 2019	
TruGreen LP	\$13,578.00	\$13,578.00	\$13,578.00	Low Bid
Emerald Tree Care, LLC	\$16,740.00	\$17,112.00	\$17,484.00	
Winkler's Tree and Landscaping	\$23,994.00	\$24,552.00	\$25,110.00	
Steve Piper and Sons	\$28,086.00	\$29,016.00	\$29,760.00	
Nature's Trees, Inc. dba SavATree	\$28,458.00	\$29,016.00	\$29,574.00	
Kinnucan Company	\$41,850.00	\$41,850.00	\$41,850.00	
Kramer Tree Specialists, Inc.	\$47,058.00	\$47,058.00	\$49,290.00	
The Davey Tree Expert Company	\$48,360.00	\$49,290.00	\$50,220.00	
Trees "R" Us, Inc.	\$90,210.00	\$92,070.00	\$95,790.00	
Homer Tree Care Inc.	\$116,250.00	\$116,250.00	\$120,900.00	

Group 2 Ash Trees

Service Provider	Total 2017	Total 2018	Total 2019	
Steve Piper and Sons	\$12,076.80	\$12,457.60	\$12,838.40	Low Bid
Emerald Tree Care LLC	\$16,592.00	\$16,864.00	\$17,136.00	
Kinnucan Company	\$23,392.00	\$23,392.00	\$23,392.00	
Trees "R" Us, Inc.	\$29,484.80	\$30,028.80	\$30,899.20	
The Davey Tree Expert Company	\$34,544.00	\$35,251.20	\$35,904.00	
Homer Tree Care Inc.	\$43,520.00	\$43,520.00	\$46,240.00	
Nature's Trees, Inc. dba SavATree	\$92,534.40	\$94,384.00	\$96,342.40	

Group 3 Ash Trees

Service Provider	Total 2017	Total 2018	Total 2019	
Kinnucan Company	\$6,450.00	\$6,450.00	\$6,450.00	Low Bid
TruGreen LP	\$6,570.00	\$6,570.00	\$6,570.00	
Steve Piper and Sons	\$9,375.00	\$9,645.00	\$9,930.00	
Trees “R” Us, Inc.	\$10,425.00	\$10,500.00	\$10,650.00	
Nature’s Trees, Inc. dba SavATree	\$10,500.00	\$10,815.00	\$11,145.00	
Homer Tree Care Inc.	\$13,875.00	\$13,875.00	\$14,250.00	
Kramer Tree Specialists, Inc.	\$14,175.00	\$14,175.00	\$14,850.00	
The Davey Tree Expert Company	\$14,160.00	\$14,445.00	\$14,730.00	

Based on a review of the contractor’s qualifications, approach to the project, experience and cost, staff believes the following three ash groups can be assigned to three different contractors, each with a three-year contract for the work:

- Group 1 - TruGreen LP of West Chicago, Illinois, for \$40,734.00,
- Group 2 - Steve Piper and Sons of Naperville, Illinois for \$37,372.80, and
- Group 3 -Kinnucan Company of Lake Bluff, Illinois for \$19,350.00

TruGreen LP has been treating Village ash trees for several years, most recently in 2016, and all work has progressed well. Steve Piper and Sons had a tree removal contract with the Village in FY 2006 and FY 2007 which they performed well. References for EAB treatment contracts and other municipal work are positive. Though Kinnucan Company has not yet had any Village contracts, all references are positive and staff is satisfied with their qualifications.

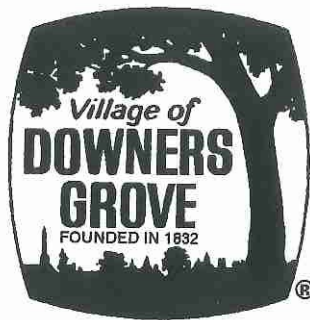
In terms of cost, the Village received excellent unit prices which are lower than the previous 3-year contracts. The sum total for FY 2017 to treat all 3 groups is \$32,104.80. Below is the cost history for reference.

Year	Trees Treated	Total Cost
2014	2,568	\$50,807.52
2015	2,334	\$50,700.11
2016	1,936	\$45,157.59
2017	1,457 (planned)	\$32,104.80

ATTACHMENTS

Contract Documents – TruGreen LP, Steve Piper and Sons, Kinnucan Company
Contractor Evaluation Form FY16 - TruGreen LP

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REQUEST FOR PROPOSAL

Name of Proposing Company:

TRUGREEN L.P.

Project Name:

EMERALD ASH BORER TREATMENT

Proposal No.:

RFP-0-5-2017/TT

Proposal Due:

February 9, 2017, 11 a.m.

Downers Grove Public Works 5101 Walnut Ave.
Downers Grove, IL 60515

Pre-Proposal Conference: **Informational** : February 1, 2017, 11:00 a.m. at

Downers Grove Public Works

5101 Walnut 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: January 19, 2017

Date Issued: January 19, 2017

This document consists of 37 pages.

Return original and one (1) duplicate copy and one (1) CD or Flash Drive of proposal in a sealed envelope marked with the Proposal Number as noted above to:

THERESA H. TARKA
DOWNERS GROVE PUBLIC WORKS
5101 WALNUT AVE.
DOWNERS GROVE, IL. 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

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The DOWNERS GROVE PUBLIC WORKS will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Department 5101 Walnut Ave. 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 1 additional paper copy and 1 CD or Flash Drive of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **February 9, 2017, 11:00 a.m.**
- 1.2 Proposals must be received at Public Works 5101 Walnut Ave 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 Public Works 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

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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.

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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.

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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

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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

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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 (pursuant to section 20.9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability (pursuant to section 20.5 below)	\$ 5,000,000	

- 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

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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, if applicable.

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

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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

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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

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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.

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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 Public Works, 5101 Walnut Avenue, Downers Grove, Illinois 60515, (630) 434-5460. 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. At least three (3) municipal or other governmental references must be for similar EAB treatment contracts successfully completed with each contract for more than 200 trees annually.
5. The previous or existing compliance by the Contractor with laws and ordinances relating to the contract or service

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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.

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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, Group 2 or Group 3). 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 April 1 of 2017 and ending December 31 of 2019.

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 clustered or dense ash plantings. Actual addresses and tree listings will be provided to the awarded Contractor. The number of Group 1 Ash trees is 1,058 with a cumulative trunk diameter of 18,600”.
- 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) on the uphill side of the tree.
- d. The Insecticide will 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 shall approve any and all alternative products proposed.
- e. The dosage shall be the highest possible as listed on the label based on DBH.
- f. 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

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manufactured by Growth Products). The Village Forester shall approve any and all products proposed.

- g. 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.
- h. 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.
- i. 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.
- j. All soil drench equipment must be approved by Village Forester prior to commencing work.

2. Group 2 Ash – Trunk Injection

- a. Group 2 Ash trees are ash trees located throughout the Village which have had limited canopy dieback to date, and have been treated with a variety of products over the years. Actual addresses and tree listings will be provided to the awarded Contractor. The total number of Group 2 Ash trees is 578, with only 289 trees with a cumulative trunk diameter of 5,440" to be treated annually.
- 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) on the uphill side of the tree.
- d. The Insecticide will be Boxer Insecticide-Miticide manufactured by Arbor Systems. The Village Forester shall approve any and all alternative products proposed.
- e. The dosage shall be the highest possible as listed on the label based on DBH.
- f. 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.
- g. Injection holes shall be spaced at intervals around the trunk circumference measured within 12" of the ground.
- h. 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.
- i. 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.
- j. The Contractor shall inject Boxer Insecticide-Miticide with the injector device according to manufacturer's instructions, and shall continue to work around the circumference of the tree.
- k. 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

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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

- a. Group 3 Ash trees are white ash trees located throughout the Village that have been treated with TREE-age every other year more than once. Actual addresses and tree listings will be provided to the awarded Contractor. The total number of Group 3 Ash trees is 220, with only 110 trees with a cumulative trunk diameter of 1,500" to be treated annually.
- 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) on the uphill side of the tree.
- d. The Insecticide will be TREE-age with 4.0% emamectin benzoate manufactured by Syngenta. The Village Forester shall approve any and all alternative products proposed.
- e. The dosage shall be the highest possible as listed on the label based on DBH.
- f. 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.
- g. 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 2 injections in the last 4 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.
- h. 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.
- i. 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.
- j. 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. 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,

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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 Safety Data Sheet (SDS) available for the proposed products. The Contractor is responsible for following the Label and SDS 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 2017 is \$31.00). 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

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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. 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 May
- Group 2 Ash trees – May June
- Group 3 Ash trees – June July

U. 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

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"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.

V. 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 shall have the Contractor's name in a visible location.

The Contractor shall employ only competent and efficient employees. All employees and supervisors shall wear uniforms or apparel clearly displaying the company name for ease of identification. 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.

W. 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.

X. 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.

Y. 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.

Village of Downers Grove

Z. 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.

AA. 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.

AB. 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.

AC. Questions during the Proposal Process

All questions shall be directed to:

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

AD. 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 EAB treatment contracts for more than 200 trees annually. Include names, addresses and phone numbers.
4. Applicable insurance information supplied and forms completed.
5. Completed Suspension or Debarment Certificate, and Campaign Disclosure Certificate.
6. Signature block completed including an after-hours phone number (24 hour contact) other than an answering machine.
7. Description of how the service is to be provided. Include previous experience and examples from other municipalities where practical.

Village of Downers Grove

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 1,058 with a cumulative trunk diameter of 18,600". The soil drench mixture shall be the appropriate amounts of imidacloprid product, 18-3-6 Classic slow release fertilizer, and Essential 1-0-1. The Village Forester shall approve any and all alternative products proposed.

Group 1	Estimated Quantities	Unit Price per inch	Extension
Prices for 2017	18,600 inches	\$0.73	\$13,578
Prices for 2018	18,600 inches	\$0.73	\$13,578
Prices for 2019	18,600 inches	\$0.73	\$13,578
TOTAL for 3 years			\$40,734

Proposed Products 18-3-6 CLASSIC SLOW RELEASE FERTILIZER
Proposed Rates ESSENTIAL 1-0-1
MERIT 2f

Proposed Products _____
Proposed Rates _____

Attach all pertinent labels and SDS sheets

Village of Downers Grove

B. Group 2 Ash Trees – Trunk Injection

The total number of Group 2 Ash trees is 578, with only 289 trees with a cumulative trunk diameter of 5,440” to be treated annually. The trunk injection product will be Boxer Insecticide-Miticide, and the Village Forester shall approve any and all alternative products proposed.

Group 2	Estimated Quantities	Unit Price per inch	Extension
Prices for 2017	5,440 inches		
Prices for 2018	5,440 inches		
Prices for 2019	5,440 inches		
TOTAL for 3 years			

Proposed Product _____
 Proposed Rate _____

Proposed Product _____
 Proposed Rate _____

Proposed Product _____
 Proposed Rate _____

Attach all pertinent labels and SDS sheets

Village of Downers Grove

C. Group 3 Ash – Trunk Injection

The total number of Group 3 Ash trees is 220, with only 110 trees with a cumulative trunk diameter of 1,500" to be treated annually. The Insecticide will be TREE-age with 4.0% emamectin benzoate manufactured by Syngenta, and the Village Forester shall approve any and all alternative products proposed.

Group 3	Estimated Quantities	Unit Price per inch	Extension
Prices for 2017	1,500 inches	\$4.38 / IN	\$6570.00
Prices for 2018	1,500 inches	\$4.38 / IN	\$6570.00
Prices for 2019	1,500 inches	\$4.38 / IN	\$6570.00
TOTAL for 3 years			\$19,710.00

Proposed Product TREE-AGE
 Proposed Rate MEDIUM RATE (RECOMMENDED AS QUOTED ABOVE)

Proposed Product TREE-AGE
 Proposed Rate HIGH RATE = \$7.35 / IN

Proposed Product _____
 Proposed Rate _____

Attach all pertinent labels and SDS sheets

Village of Downers Grove

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 # MIKE FREIDMAN - 04314670

Name and license # RUBEN VIGIL - 04312193

Name and license # _____

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) service to many Municipalities, Park Districts and residential properties throughout the Chicagoland area over the past 10 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 7 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 either Basal System Soil Drench or 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

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: VILLAGE OF ITASCA
 Address: 264 N PROSPECT
 Telephone #: 630-805-2895
 Forestry Contact Name: DAVE SLOAN
 Year of the treatment contract: 2014 # of trees: 218

Municipality: GLEN ELLYN PARK DISTRICT
 Address: 185 SPRING AVE
 Telephone #: 630-942-7245
 Forestry Contact Name: DAN HOPKINS
 Year of the treatment contract: 2015 # of trees: 35

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: 2016 # of trees: 200

Municipality: VILLAGE OF NORTH RIVERSIDE
 Address: 2401 S DES PLAINES AVE
 Telephone #: 708-447-4211
 Forestry Contact Name: TIM KUTT
 Year of the treatment contract: 2015 & 2017 # of trees: 350

Municipality: CITY OF DARIEN
 Address: 1702 PLAINFIELD AVE
 Telephone #: 630-852-5000
 Forestry Contact Name: DAN GOMBAL
 Year of the treatment contract: 2015 # of trees: 2500

Municipality: VILLAGE OF WESTERN SPRINGS
 Address: 740 HILLGROVE AVE
 Telephone #: 708-246-1800
 Forestry Contact Name: CASEY BIERNACKI
 Year of the treatment contract: 2014-2016 # of trees: 550

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

V. PROPOSAL/CONTRACT FORM

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

31

Village of Downers Grove



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 L.P.
 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> <u>LIMITED</u>	Limited Liability Company-Corporation
Medical	Corporation
Charitable/Nonprofit	Government Agency

SIGNATURE: Tony ParnithDATE: 2-8-17

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to EMERALD ASH
BOILER 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

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

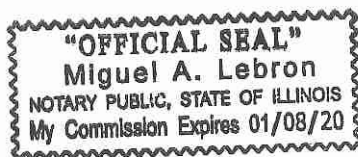
of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Tony P. Smith
Proposer's Authorized Agent

34-3734669

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number



Subscribed and sworn to before me
this 8th day of Feb, 2017.

[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 LP - MANAGING GENERAL PARTNER

1790 KIRBY PARKWAY, SUITE 300, MEMPHIS TN 38138

SIGNED PER DESIGNATION LETTER

Village of Downers Grove

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 ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES

Agent JO ANN WARPOOL

Street Address 5500 MARYLAND WAY, SUITE 330

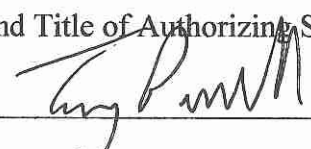
City, State, Zip Code BRENTWOOD, TN 37027

Telephone Number 615-377-5153

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 L.P.

Print Name and Title of Authorizing Signature: Tony Pienischke - General Manager

Signature: 

Date: 2-8-17

Village of Downers Grove

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: _____

Authorized Company Signature: Tony Pienschke

Print Signature Name: Tony Pienschke Title of Official: General Manager

Date: 2-8-17

Village of Downers Grove

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.

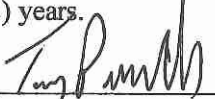
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Tony Pienschke
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



EXCEPTIONS TO BID
For
Village of Downers Grove, Illinois
Request for Proposal No.: RFP-0-5-207/TT
Emerald Ash Borer Treatment

TruGreen's bid is expressly contingent upon acceptance by the Village of Downers Grove, Illinois of the following "Exception" to the "Notice" requirement:

TruGreen requests modification notice provision requiring that Notice will be deemed to be effectively serviced when deposited in the mail with sufficient first class postage affixed.

TruGreen further proposes to modify the Notice section and replacement with language similar to the following to accommodate this exception:

Any notice will be in writing and will be deemed to be effectively served three (3) business days after deposited in the US Mail with sufficient first class postage affixed, and address to the party at the party's place of business. Notices shall be addressed to the Village and the Proposer as designed in the Contract Form.

TRUGREEN LIMITED PARTNERSHIP

BY:  2-20-17

TITLE: General Manager



Carol Pearson
Vice President, Secretary and Deputy General
Counsel
Direct Dial: 901/251-4001
E-Mail : carolpearson@trugreenmail.com

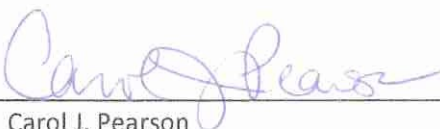
DESIGNATION OF REPRESENTATIVE

I, Carol J. Pearson, Vice President, Secretary and Deputy General Counsel for Outdoor Home Services GP LLC., managing general partner of TruGreen Limited Partnership, a Delaware limited partnership, ("Company"), do hereby authorize and direct Anton (Tony) Pienschke, General Manager, TruGreen, 1075 Carolina Drive, West Chicago, IL 60185 to represent the Company with full authority to execute the bid, the contract and related documents in connection Emerald Ash Borer Treatment for the 2017 Season between Village of Downers Grove, IL and TruGreen.

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

TRUGREEN LIMITED PARTNERSHIP

By: Outdoor Home Services GP LLC

By: 
Carol J. Pearson
Vice President, Secretary and Deputy General Counsel
Dated: February 6, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2016

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 5500 Maryland Way, Suite 330 Brentwood TN 37027	CONTACT NAME: JoAnn Warpool PHONE (A/C, No, Ext): 615-377-5153 FAX (A/C, No): 615-263-5853 E-MAIL ADDRESS: JoAnn_Warpool@ajg.com														
INSURED TruGreen Limited Partnership 1790 Kirby Parkway Forum II Tower Memphis TN 38138	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Company of State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER B: Commerce and Industry Insurance Com</td> <td>19410</td> </tr> <tr> <td>INSURER C: National Union Fire Insurance Compa</td> <td>19445</td> </tr> <tr> <td>INSURER D: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company of State of PA	19429	INSURER B: Commerce and Industry Insurance Com	19410	INSURER C: National Union Fire Insurance Compa	19445	INSURER D: New Hampshire Insurance Company	23841	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1221534591

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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Appl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL3629891	1/1/2017	1/1/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COM/POP AGG \$In \$20,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA1921813(AOS) CA1921814(VA) CA1921815(MA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC014649600(AOS) WC014649605(MA)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract per forms listed, Certificate Holder is included as an Additional Insured under the General Liability per form CG2010 04/13 and CG2037 04/13 and Automobile Liability policies CA1921813 and CA1921815 form 87950 10/05. Waiver of Subrogation applies to the General Liability per form CG2404 5/09, Automobile Liability per form 62897 6/95 and Workers' Compensation policies per form WC000313 4/84; WC040351 11/90-CA. The General Liability policy is primary per forms 90534 3/06 or 74434 10/00 if required by written contract and automobile policy# 74445 10/99. General See Attached...

CERTIFICATE HOLDER

CANCELLATION

Village of Downers Grove
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: TRUGHOL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED TruGreen Limited Partnership 1790 Kirby Parkay Forum II Tower Memphis TN 38138	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability Coverage has Pesticide or Herbicide Applicator Endorsement:
 30 day notice of cancellation applies per these forms: Auto-#CA1921813 -form #101399 9/14;
 #CA1921814-form 62138 3/95; #CA1921815 -form #101399 4/09; General Liability Form #107414 3/11; Workers
 Comp-Policy#WC014649600-form #990039 8/02; Policy#WC068022460-form #990039 8/02;
 Policy#WC014649604-form #990039 8/02; Policy#WC014649606-form #990039 8/02; Policy#WC014649608-form
 #990039 8/02; Policy#WC014649602-form #990411 8/03; Policy#WC014649608-form #992003 9/02.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Arthur J. Gallagher & co.		NAMED INSURED TruGreen Limited Partnership	
POLICY NUMBER see certificate			
CARRIER see certificate	NAIC CODE	EFFECTIVE DATE: 01/01/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTP	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
D	WORKERS COMPENSATION	N/A		WC068022460 IL, KY, NC, NH, UT, VT SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649604 GA, VA SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649607 NJ, PA SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649602 CA SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649603 FL SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649608 ND, OH, WA, WI, WY SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649606 ME SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Arthur J. Gallagher & co.		NAMED INSURED TruGreen Limited Partnership	
POLICY NUMBER see certificate			
CARRIER see certificate	NAIC CODE		
		EFFECTIVE DATE: 01/01/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Additional Information

*The Named Insured includes (but is not limited to):
 TruGreen Holding corporation FEIN #46-4321581
 TruGreen, Inc. FEIN #36-3734601
 TruGreen companies LLC FEIN #36-4313320
 TruGreen Limited Partnership FEIN #36-3734669
 TruGreen Home Landscape services, L.L.C. FEIN #20-5520972
 Lake county Partnership FEIN # 36-3453078
 TruGreen Limited Partnership dba Barefoot Grass FEIN # 36-3734669
 TruGreen Limited Partnership dba EPM Lawncare FEIN #36-3734669

EG Systems, LLC
d/b/a Scotts Lawn Service
d/b/a Action Pest Control
d/b/a Ortho Pest Control



Village of Downers Grove

Contractor Evaluation

Contractor: TruGreen LP

Project: Emerald Ash Borer Treatment 2016 – 3rd year of 3-yr contract

Primary Contact: Jack Gerdevich Phone: 847-652-6054

Time Period: started January 1, 2016, and finished December 1, 2016

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion: All work was completed on time and per the treatment specifications for Group 3 trees. In total, 103 trees were treated with stem injections at a cost of \$5,805.60

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 for municipal parkway trees. I was able to communicate with the crew about the tree locations and treatment needs.

Interaction with public:

☐ Excellent ☒ Good ☐ Average ☐ Poor

No comments recorded

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: Kerstin G. von der Heide, Village Forester

Date: September 26, 2016