



REQUEST FOR PROPOSALS (RFP)

24-114 Green Roof Maintenance

Issued January 24, 2024

Due February 7, 2024

The Village of Oak Park (“the Village”) is requesting qualifications to identify contractors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before February 7, 2024 at 2:00 PM to:

Village of Oak Park
Forestry Division of the Public Works Department
Attn: RFP for 24-114 Green Roof Maintenance
201 South Blvd
Oak Park, IL 60302

Section I.

General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified Contractor for the purpose of providing green roof maintenance services for the Department of Public Works for 2024. Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Public Works Center until 2:00 P.M. on February 7, 2024, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Contractor shall *provide a hard copy of their response in a sealed envelope titled "24-114 Green Roof Maintenance."* It is the responsibility of the contractor to notify the Village their intent of submitting a proposal so that they are on the RFP-holder list in case of addenda being issued. Email addresses for primary team members must be provided within the proposal.

All additional questions must be submitted via email to gjones@oak-park.us no later than 10:00 A.M. on January 31, 2024. Responses will be provided to the known list of RFP recipients.

Contractors can inspect the green roof prior to submitting a proposal. Inspection requests must be submitted via email to gjones@oak-park.us and must be scheduled no later than 10:00 A.M. on January 31, 2024.

Other inquiries regarding this RFP shall be directed to: Grant Jones, Forestry Superintendent, at gjones@oak-park.us.

B. Award of Agreement

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined, and Village Manager approves of the award.

Any agreement with a selected Contractor must be reviewed and approved by the Village Attorney, may be approved, authorized and executed by the Village Manager. The Contractors are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

C. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

D. Interpretation of the Request for Proposal Document

Any Contractor in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Contractor or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Contractors' responsibility to obtain all addenda issued.

E. Competency of Contractor

No submission will be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or agreement. The Contractor, if requested, must present evidence of ability and necessary resources to comply with the terms of the scope of services.

F. Subletting of Contract

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

G. Compliance with Applicable Laws

The Contractor will strictly comply with all Ordinances and codes of the Village of Oak Park and applicable federal and state law.

H. Term of Agreement

The initial agreement shall be on the earlier of February 8, 2024, or the last date signed by both parties, whichever is later, and shall continue until December 31, 2024 or until the completion of the term of the agreement, whichever is sooner.

The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

Upon written request from the Bidder, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

- 1) The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
- 2) Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.
- 3) Any applicable adjustment shall take effect on January 1st.

I. Payments

The Village shall pay the Contractor on a monthly basis based on the services provided during the month. Payment to the contractor shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. Total payments shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Forestry Superintendent located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

J. Termination of Contract

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to appropriation by the Village for this purpose.

The Village further reserves the right to terminate the whole or any part of this agreement, upon 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 agreement. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The contractor shall be liable for excess costs for such similar services

unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the contractor.

K. Contractor Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Contractor. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

L. Insurance Requirements

The selected Contractor must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Contractor shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Contractor shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) Commercial General Liability:

i. Coverage to include, Broad Form Property Damage, contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(b) Professional Liability:

i. Per Claim/Aggregate \$2,000,000.00

ii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor,

and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(c) **Workers' Compensation:**

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform work pursuant to the agreement, and in case work is subcontracted, the Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(e) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(f) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees and agents.

The Contractor understands and agrees that any insurance protection required by the agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

M. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Contractor shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Contractor,

including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Contractor or its employees, agents, servants, associates, Contractors, subcontractor, or assignees.

N. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Contractor, for the 24-114 Green Roof Maintenance.

<i>VOP issues 24-114 RFP</i>	January 24, 2024
Questions due at 10:00 A.M. by	January 31, 2024
Proposals due to Forestry Division by 2:00 P.M.	February 7, 2024
Proposals reviewed	February 8, 2024
Recommend Agreement Approval	February 9, 2024
Village Manager Signature	February 16, 2024
Purchase Order Issued	March 1, 2024
Service start date	April 1, 2024

O. Proposal Outline

Proposals are requested to cover the basic services related to providing staff in accordance with any standards and as described in the scope of services starting in Section II. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the contractor.

P. Reference Materials

There are no reference materials for this RFP.

Section II.

Scope of Services

Background

The Village requests the services of a qualified Contractor to work with the Forestry Division of the Public Works Department with a primary responsibility of performing green roof maintenance in 2024. The green roof consists of seven sections that, when combined, are approximately 8,600 square feet in size. The plant material consists mostly of various sedum species.

Green Roof Maintenance:

The Contractor is expected to provide regular green roof maintenance. In the proposal specify the number and frequency of maintenance visits that will occur annually. Additionally, the following maintenance activities should be addressed in the proposal: site inspection, weeding, on-site propagation, soil testing, fertilization, and debris/trash removal.

Scheduled Visits:

The green roof is accessible from the second floor of the Public Works Center located at 201 South Blvd, Oak Park, IL between 7:30 A.M. and 4:00 P.M. Monday through Friday. No work will be allowed on weekends or on legal holidays as recognized by the Village, except as authorized by the Director of Public Works.

The contractor must schedule maintenance visits in advance with the Forestry Superintendent and include the number of staff that will be onsite for the visit. The Public Works Center has a policy that all contractors in the building wear vests that identify them as contractors working in the building. These vests will be provided by the Forestry Superintendent or their designee when the contractor arrives.

Qualifications

The contractor must have experience maintaining green roofs. They must provide references for other green roofs they have maintained.

Proposal Submittal

Each contractor submitting a proposal is asked to consider the items as outlined in the Scope of Services listed above.

Section III.
Compensation Schedule

Please complete all forms and submit the information requested on the following pages and include the annual cost for the proposed green roof maintenance program as part of the proposal documents.

Section IV.

Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP
The Village will consider all the material submitted to determine whether the Contractor's offering complies with this RFP.

- B. Ability to Perform Current Maintenance Services
The Village will consider all the material submitted by each Contractor, and other relevant material it may otherwise obtain, to determine whether the contractor is capable of and has a history of successfully maintaining green roofs.

- D. References
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

- E. Proposal Costs
The Village will evaluate each contractor's proposed annual cost for the services requested in this RFP.



RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: _____

State of _____)

County of _____)

TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated _____

Organization Name

(Seal - If Corporation)

By _____
Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____, 2024.

In the state of _____. _____
Notary Public

My Commission Expires: _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of

and is organized and existing under the laws of the State of

_____.

The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this bid is executed by a person 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

Name, signature, and addresses of all Partner

The partnership does business under the legal name of

_____ which name is registered with the office of
_____ in the county of _____
in the state of _____.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.

If the Respondent is operating under a trade name said trade name is
_____ which name is registered with the office of
_____ in the county of _____ in the state of
_____.

Signed _____

Sole Proprietor



Attachment I.
RESPONDENT CERTIFICATION

_____, as part of its bid on a contract for
(name of Respondent)

the 24-114 Green Roof Maintenance hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: _____
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this ____ day
of _____, 2024

(Notary Public)



Attachment II.
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

_____.
(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:

Its:

(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public's Signature

- Notary Public Seal -



Attachment III.
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



Attachment IV.
Compliance Affidavit

I, _____ being first duly sworn on oath depose and state as follows:(Print Name)

1. I am the (title) _____ of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

#11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**

9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

Signature: _____ Printed Name _____

Name of Business: _____ Your Title: _____

Business

Address: _____

(Number, Street, Suite #)

(City, State & Zip)

Telephone: _____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2024.

Notary Public

M/W/DBE STATUS AND EEO REPORT

1. Contractor Name: _____

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

Signature: _____

Date: _____

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Finance Department at 708-358-5460.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____
(Name of Person Making Affidavit) (Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2024.

(Signature)

(Date)



Attachment V.
No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Project Name: 24-114 Green Roof Maintenance

Date Issued: January 24, 2024

Comments: