

**FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

Date: February 4, 2022

Name of Proposing Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Proposal Due Date and Time: 4:00 p.m., March 4, 2022**

*Proposals will be accepted until the specified due date and time. Any proposal delivered after the due date and time will be refused.*

**Mandatory Pre-Proposal Meeting: N**

**Performance Bond: N**

**Prevailing Wage: Y**

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Proposal Due Date and Time
2. Title of Job
3. Proposal Number

**SEND PROPOSALS TO:**

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

If the proposer chooses to hand-deliver their proposal, it shall be deposited in the Bid Box in the lobby or handed to the Customer Service receptionist of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

**PROPOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL.**

The Illinois Department of Human Rights registration number must be provided with the proposal on the proposal due date.

Proposal results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit [fourrivers.illinois.gov](http://fourrivers.illinois.gov)

FOR REVIEW PURPOSES ONLY

**SECTION I  
NOTICE**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

I  
**NOTICE**  
**FOUR RIVERS SANITATION AUTHORITY**  
**REQUEST FOR PROPOSALS #22-203**  
**TREE REMOVAL SERVICE**

The Four Rivers Sanitation Authority will receive sealed and signed proposals for **Tree Removal Service**. Tree removal shall include topping and other operations necessary to safely remove assigned trees. It shall further include hauling and disposing of all wood and debris and cleaning up by raking lawn areas and sweeping sidewalks, streets and gutters and restoring the premises to its original condition (unless otherwise specified by the Authority).


Proposals shall be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m. March 4, 2022.

Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website [fourrivers.illinois.gov](http://fourrivers.illinois.gov). Proposal documents for submittal are available by contacting Procurement at [mroach@fourrivers.illinois.gov](mailto:mroach@fourrivers.illinois.gov) or (815) 387-7425. For more information, visit the Four Rivers Sanitation Authority website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

Four Rivers Sanitation Authority reserves the right to reject any or all proposals, or any part thereof, or to accept any or all proposals, or any part thereof, or to waive any formalities in any proposals, deemed in the best interest of the Four Rivers Sanitation Authority.

No proposal shall be withdrawn without the consent of the Authority for 60 days after the scheduled time of receiving the proposals.

The Authority will confirm any award decision in writing, to the successful proposer.



Julia Scott-Valdez  
Director of Management Services  
Four Rivers Sanitation Authority

**SECTION II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

II  
**GENERAL SPECIFICATIONS AND INSTRUCTIONS  
REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

**2.1 Important Dates**

- Proposal Release Date: February 4, 2022
- Proposal Due Date: March 4, 2022, 4:00 P.M.
- Interviews (tentative): March 7 – March 11, 2022
- Anticipated Award Date: March 28, 2022

**2.2 Proposal Preparation**

Where applicable, the respondent shall submit their proposal on the forms the Authority provides in this document. **The respondent shall complete all applicable blanks.** Respondent may submit additional information as they believe necessary on their stationery, under signature of the authorized representative who completes this document's forms.

If this Request for Proposals contains inconsistencies between sections, Section III - Detailed Specifications shall supersede Section II - General Specifications, which shall supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the proposal. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed.

All prices and notations shall be in ink or typewritten. The respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the proposal shall initial such corrections, in ink. **If the Authority finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

**2.3 Submission of Proposals**

The Authority **will not** receive proposals in an electronic format or by facsimile. The respondent shall return their proposal, clearly marked as **“Request for Proposal #22-203: Tree Removal Service”**. **The Authority cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

Proposals sent via USPS or other package delivery service should be addressed to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

If the respondent chooses to hand-deliver their proposal, it shall be deposited in the Bid Box or handed to the Customer Service receptionist in the lobby of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

## **2.4 Illinois Department of Human Rights Registration Number**

All proposers, regardless of location, must provide an Illinois Department of Human Rights Registration Number with the proposal on the due date. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

<https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

## **2.5 Exceptions**

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in Section 3 at the specific point at which the exception is taken and in Section 4 of the Proposer's response (see "Proposal Response Format").

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between FRSA and the Proposer selected.

## **2.6 Proposal Response Format**

Submit three hard copies of the proposal and one copy on a flash drive. Proposal format should conform to that prescribed below.

### **Section 1 – Required Documents**

1. Proof of required insurance (COI, additional insured endorsements)
2. Qualification Form
3. Proposal Form
4. Fair Employment Practices Affidavit of Compliance
5. Forms of Affidavit

### **Section 2 – Executive Summary/Overview**

Executive Summary – An executive summary detailing the Proposer's competence, qualifications, past experience, and number of years providing tree removal service as described in this RFP. The summary should explain the Proposer's understanding of the Authority's intent and objectives and how their Proposal would achieve those objectives.

### **Section 3 – Main Body of Response**

Include a complete copy (all pages and content) of this RFP document and Specifications document with all sections completed. A complete, point-by-point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

## **2.7 Taxes**

This Authority is exempt, by law, from paying Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the respondent shall exclude those taxes from their proposal. The Authority's tax exemption number is E9992-3696. The respondent shall

include all applicable taxes in their proposal price.

## **2.8 Withdrawal of Proposals**

At any time prior to the scheduled proposal deadline, the respondent may withdraw their proposal. In order to do so, they shall submit a written request to the Julia Scott-Valdez, Director of Management Services.

## **2.9 Acceptance of Proposals/Form, Preparation, and Presentation of Proposals**

If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of proposal. In case of any discrepancy in the unit price or amount proposed for any item in the proposal, the unit price as expressed in figures will govern.

The Authority may reject all or part of any or all proposals, for any reason. The Authority may accept all or part of any proposal or waive any formalities if it decides such action is in the Authority's best interest.

The Authority will only consider proposals that conform to the intent of this document. The Authority will reject proposals that contain one or more exceptions if the Authority determines that non-conforming proposals deviate from the intent of these specifications. The Authority's decision shall be final, and the Authority's procurement procedures contain no appeal provision.

## **2.10 Laws and Regulations**

The respondent who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Four Rivers Sanitation Authority and the respective cities and villages in which the professional service and material supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

### **Illinois Regulations**

**1. Prevailing Wage.** All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). The undersigned, as Proposer, declares they will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Four Rivers Sanitation Authority) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not

less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

Transcripts of certified payroll shall be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevaling-wage-act.aspx>

- 2. Employment of Illinois Workers on Public Works Act.** (30 ILCS 570) Article 2 of the Act provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

### **2.11 Terms**

**A. Payments to the Successful Respondent.** If the Authority receives an acceptable invoice for conforming materials prior to the fifth day of the month, the Authority shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

**B. Default.** In case of default, the Authority will procure the materials and service described in this Request for Proposals from other sources. The Authority shall hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent shall make such payment no more than 60 calendar days after the Authority notifies the successful respondent, in writing, of such an occurrence.

**C. Delivery Hours.** Unless otherwise specified, all items shall be delivered to: Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 8:00 A.M. and 3:00 P.M., excluding holidays.

**D. F.O.B. Point and Shipping Charges.** All prices shall be quoted F.O.B. destination, Four Rivers Sanitation Authority, Rockford, Illinois. All shipping, handling and freight charges shall be included in the proposal amount.

**E. Use of Authority Name Prohibited.** In the absence of the Authority's written permission, the successful respondent shall not use the Authority's name in any form or medium of public advertising.

### **2.12 Investigation**

It shall be the responsibility of the respondent to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make necessary examinations and investigations will be accepted on a basis for varying the requirements of the Authority or the compensation of the respondent.

### **2.13 Addenda**

If the Authority issues written addenda, such addenda shall become part of the contract documents. Not less than 3 business days prior to the proposal due date, the Authority will post the addenda on its website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov), and distribute the addenda via email to each recipient of the specifications, at either the:



- Email address to which the Authority emailed the original RFP document; or
- Corrected email address prospective proposer furnished

A proposer that does not receive the Authority's addenda, and who has previously submitted a proposal, shall not be relieved from any obligation in the proposal they submitted.

#### **2.14 Contract Form**

No more than 10 business days following the contract award, the successful respondent shall submit a completed Contract Form to the Authority's Director of Management Services. The Contract Form is part of this Request for Proposals. By their mutual agreement, the successful respondent and Authority may supplement this contract form or replace it with an alternative document. If the successful respondent fails to complete the agreed upon Contract Form within the specified time, they shall be in material default.

#### **2.15 Contract Termination**

**A. Respondent's Unacceptable Performance.** If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the Authority shall notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five working days after they receive the Authority's notice, they shall be in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent shall likewise be in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

**B. Authority's Action Following Contract Termination.** If the contract is terminated, the Authority may, at its sole option:

1. request new **Tree Removal Service** proposals, or
2. designate the next-low respondent to provide **Tree Removal Service**, provided that said next-low respondent agrees to their original proposal terms.

The Authority may repeat this option until it obtains an acceptable **Tree Removal Service** contract.

#### **2.16 Deliveries**

The successful respondent shall ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries shall conform to the requirements stated in this Request for Proposals.

#### **2.17 Incidental Work**

The cost of incidental work described in the Specifications for which there are no specific Contract Items shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

#### **2.18 Plant, Tools and Equipment**

The Contractor shall provide and maintain such modern plant, tools and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency

shall be used. The Contractor shall be solely responsible for the adequacy of their plant and equipment.

**2.19 Verification of Data**

The Contractor shall verify all Specifications or other data received from the Authority and shall notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at the Contractor's own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Authority, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

**2.20 Payment Terms**

The awarded firm shall submit invoices by mail to:

Four Rivers Sanitation Authority,  
3501 Kishwaukee Street,  
Rockford, IL 61109

or by email to: [accountspayable@fourrivers.illinois.gov](mailto:accountspayable@fourrivers.illinois.gov).

FRSA will make payments in the following manner: Authority's standard payment terms.

FOR REVIEW PURPOSES ONLY

**SECTION III  
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

**III**  
**DETAILED SPECIFICATIONS**  
**REQUEST FOR PROPOSALS #22-203**  
**TREE REMOVAL SERVICE**

**3.1 General**

The successful respondent shall be an independent contractor. They shall provide a firm fixed price for providing **Tree Removal Service** in conformity with this Request for Proposals and with applicable laws, regulations and professional standards. The successful proposer shall supply, at their expense, all necessary labor, transportation, machinery, fuel and materials necessary to perform the specified services.

**3.2 Proposal Evaluation**

**A. Evaluation Committee**

A committee composed of Authority staff shall review all proposals submitted based upon the Evaluation Criteria set forth below.

**B. Evaluation Criteria**

1. Responsiveness of proposal – Proposals will be screened to ensure responsiveness to the RFP. The Authority may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP.
2. Experience and Past Performance – Ability to provide service demonstrated by past experience with previous clients and firms.
3. Ability to Provide Services – Information on the company’s ability to provide the specified services. Items considered include background of the company, responsiveness of proposal approach and resources committed to providing services, and experience of supervisory staff.
4. Cost – The annual cost will be considered for reasonableness in combination with the other criteria.

**3.3 Minimum Requirements**

**A. Scope**

Tree removal shall include topping and other operations necessary to safely remove assigned trees. It shall further include hauling and disposing of all wood and debris and cleaning up by raking lawn areas and sweeping sidewalks, streets and gutters and restoring the premises to its original condition (unless otherwise specified by the Authority).

All phases of tree removal, stump grinding and restoration operations, proper procedures and quality of workmanship performed under this contract are subject to inspection by the Authority.

**B. Detailed Specifications**

**1. Measurement – Diameter at Breast Height (DBH)**

All measurements will be made by the Authority, measuring the circumference at a point approximately 4 feet above ground using a diameter tape. Measurements

are made prior to removal of the tree. Measurements will be made to the nearest tenth of an inch rounding off to the nearest whole diameter inch. Discrepancies must be verified in the field by the Authority before payment is made.

Multi-stem or forked trees shall be measured 4 feet above the ground and each stem will be measured separately and then added together to determine the total DBH measurement. If the tree starts to fork at 4 feet above the ground, the measurement shall be taken just below the start of the fork.

## **2. Notification of Utility Companies**

It is the contractor's responsibility to ensure that overhead lines are cleared by the respective agency so that tree removal is not delayed.

## **3. Traffic Control**

- a. Proper warning signs, barricades, and other protective devices shall be on hand and used by the Contractor before work begins in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), e.g. Tree Trimming, One Lane Ahead, Road Closed, etc.
- b. During tree removal, the Contractor is responsible for blocking the street (if necessary) at each intersection, using proper signs and barricades to prevent any motorized vehicle from entering, with the exception of State or County highways, which will not be completely blocked off.
- c. If the street is not properly barricaded and proper signs installed when performing tree removal and pruning operations, the Authority will stop work until the proper street barricading is accomplished. If this happens more than two times this can be cause for termination of contract.
- d. Contractor is required to contact the appropriate City, State or County agency when engaged in removal work on their rights-of-way.

## **4. Pedestrian Sidewalk Control**

- a. Contractor shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.
- b. During overhead removal work, Contractor shall block off sidewalk to pedestrian traffic immediately under trees being trimmed.

## **5. Equipment**

- a. Removal equipment shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.
- b. Unless authorized by the unit of local government where the work is located, under no circumstances shall any motorized equipment be permitted to be

driven on the parkways, driveways, or public walks while performing Contract work. If access is needed to parkway or private property Contractor must obtain prior permission of property owner.

- c. Provide a complete equipment list (including support equipment) to be used by the Contractor. All equipment is subject to Authority inspection and final approval for use. Such approval may require on-site demonstration of the capability to provide satisfactory performance.

## 6. Tree Removal

- a. All work shall be assigned by the Authority. Trees will be marked with a green "X" on the trunk of the tree. No tree shall be removed unless it is marked.
- b. All work must be completed to the satisfaction of the Authority and any questions as to proper procedures or quality of workmanship will be resolved by same.
- c. Assigned trees must be removed within three business days of Contractor being notified. In the case of unavoidable delays, the Authority will extend the acceptable time period to a maximum of 7 business days.
- d. Contractor must use all safety devices and procedures which will conform to the ANSI Z133.1 – 2006 Arboricultural Operations - Pruning, Repairing, Maintaining and Removing Trees and for Cutting Brush and the Safety Requirements Standards or most current editions.
- e. All trees scheduled and marked for removal shall be "topped" prior to removal.
- f. Trees marked for removal that extend through power and/or telephone wires and/or cable TV wires will require topping. It is the Contractor's responsibility to notify the responsible utility company and make arrangements with this utility company of the topping of these trees, so that the final removal of these trees will not be delayed.
- g. Ropes shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. If any damage occurs to public or private property it will be repaired by the Contractor at the Contractor's expense to Authority satisfaction.

## 7. Stump Removal

- a. **Stump Grinding and Restoration.** Contractor shall remove all tree stumps and buttress roots to a point 10" – 12" below the adjacent ground level. Buttress roots shall be followed out from the trunk and ground out until the portion remaining is at least 2 – 3 inches below the adjacent ground level, or

is no larger than 2 inches in diameter.

**b. Disposal of Grindings & Debris**

Immediately after grinding, all grindings and debris shall be immediately removed from the curb and gutter, street, sidewalk and private property to eliminate hazards to the motoring public and pedestrians and to eliminate damage to private property. Within twenty-four hours after grinding of a tree stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the site. Removal and legal disposal of debris generated by work described in this contract will be the responsibility of the Contractor. Contractor shall also remove and dispose of any flag left by utility companies who responded to J.U.L.I.E. locate requests.

- c. Contractor must not take equipment on to private property without prior consent of property owner. If edging materials or flowers are adjacent to the stump, take the following procedures: Rake and discard small stones from area to be stumped. Move and place on private property decorative landscape features such as flagstone, landscape timbers, fencing, edging, etc. Groundcover and annual and perennial vegetation within the stump removal limits may be destroyed unless otherwise noted.
- a. Assigned stumps must be removed within three business days after Contractor has received notification (weather dependent). All work must be completed to the satisfaction of the Authority. Proper procedures or quality of workmanship will be resolved by same.
- b. Damages of \$150/day/stump beyond the three business day stump removal completion date may be assessed and are due to the Authority.
- c. Failure to comply with the above specifications as determined by the Authority shall be grounds to withhold payment and terminate contract. Payment shall not be made until work is performed to the satisfaction of the Authority.

**8. Debris Removal**

- a. All debris from tree removal operations shall be removed from the site the same day it is placed. No debris is to remain in the street or on the sidewalk overnight. Under NO circumstances will debris be left on the parkway over the weekend unless otherwise specified by the Authority. Payment for removal and disposal of debris is to be included in the unit prices for tree removal.
- b. All applicable State and local laws and ordinances related to the hauling, handling, and disposition of such material will be followed by the Contractor.
- c. Contractor shall remove all surplus materials and debris from streets as work progresses so that the public may have the use of the street a maximum

amount of time.

- d. Contractor is required to rake and sweep the area after the tree has been felled, cut up, and removed. In the event that the ground is snow-covered, it is the Contractor's responsibility to properly clean debris after snow melt. An amount of \$1,000 will be held from the last invoice to ensure cleanup and will be paid after all cleanup is completed.

## **9. Restoration**

Contractor shall take all necessary precautions to eliminate damage to trees, grounds, driveways, streets and curbs, sidewalk, structures, and utilities on or adjacent to work site. Any damage shall be reported in writing to the Authority and the property owner, and shall include the contact information provided by the Contractor to the Authority. Any damage shall be repaired at the Contractor's expense within ten days of occurrence (unless a demonstrable reason for delay is proven to the Authority and consent is granted). If damage is not rectified within the agreed time or to the satisfaction of the Authority, the Authority reserves the right to repair or replace the damage. The Authority shall assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. Failure by Contractor to have damage repaired may be cause for termination of the Contract.

## **10. Certification**

The Authority prefers, but is not mandatory, that the Foreman is an International Society of Arboriculture Certified Arborist. This person has the responsibility for participating in the work, giving directions, making decisions, and assuming responsibility for all work completed at all times during Contractor operation. Each foreman shall be able to communicate effectively to Authority staff; and be authorized by the Contractor to accept and act upon all directives issued by the Authority.

## **11. Emergency Work**

- a. Throughout the contract term the Authority may need Contractor to respond within a 2-hour period if a resident is without sewer service or the existing service is severely limited, as determined by Authority staff. Contractor shall provide 24-hour emergency service telephone numbers.
- b. When an emergency assistance request is issued, Contractor must be able to furnish, as a minimum, the following quantity and types of equipment:
  - i. Utility bucket truck; Clam; Stumper – One Each
  - ii. Chippers; Chipper Trucks – One Each
- c. All emergency work orders shall be originated by the Authority.
- d. When engaged in emergency tree removal, the Contractor shall provide daily records of the hours worked for all equipment and personnel. Daily



work records shall be signed by the Foreman and approved by the Authority.

- e. The payment for services rendered under emergency work shall be made for only those hours actually worked in removal of trees. No allowances will be given for travel time to and from the work site.
- f. Payment for work accomplished shall be made at the emergency rate for each labor classification as set forth in the Proposal. Payment for equipment rental shall be made only at the equipment rental rate as set forth in the Proposal.
- g. If the Contractor proposes to use equipment that is different or in addition to that indicated in the Proposal, the hourly equipment rental rates for said equipment are to be indicated on a separate rate schedule and attached to the Proposal. Rates for additional equipment acquired by the Contractor after award of contract will be negotiated between the Contractor and the Authority.
- h. The hourly labor rates as bid for each labor classification in the Proposal shall include all labor costs, fringe benefits, insurance, pension, overhead, and profit as required by the Contractor and shall include the furnishing of all hand tools, chain saws, miscellaneous equipment and fuel for these tools. Payment for equipment rental rates shall include all costs of ownership, operation, insurance, and costs of transporting the equipment to and from the work site.

### **C. Contract Duration.**

The successful respondent shall provide the Authority's **Tree Removal Service** for a **12-month** period, beginning on **May 1, 2022**, and continuing through **April 30, 2023**.

If the Authority and the successful proposer agree in writing, the **Tree Removal Service** contract may be extended twice for one year per extension.

### **D. Price Increases Prohibited.**

The successful respondent shall not raise his fees over the entire duration of the contract.

### **3.4 Payments to Successful Proposer**

The successful proposer shall invoice the Authority monthly. The Authority will deny invoices for any costs not included in the successful proposer's original proposal, unless the successful proposer attaches Authority management's written pre-authorization for additional payment. Section 2.11 of this Request for Proposal contains the Authority's general payment requirements.

### **3.5 Questions**

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Jim Reader, Director of Collection Systems, 815-387-7587. The Authority will not interpret specifications for individual

proposers. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

### **3.6 Insurance**

**A. The successful respondent/contractor shall, for the duration of the contract, maintain the following:**

**General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

**Auto Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

**Umbrella:** \$2,000,000 per occurrence/aggregate.

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The Authority, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, volunteers, or agents.

4. The successful respondent's/contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Proof of Insurance – Certificate of Insurance and Additional Insured Endorsements.** No more than 10 calendar days subsequent to the Authority's issuance of an award letter and no later than 30 days before commencement to work, the

successful respondent/contractor shall provide documentation including a Certificate of Insurance and additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance shall state Four Rivers Sanitation Authority is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability shall be provided. The Authority shall be the sole judge as to the acceptability of any such proof.

**C. Correction of Successful Respondent's/Contractor's Insurance Deficiencies.**

If the Authority determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the Authority shall inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five calendar days of the Authority's notice, it shall be in default.

**D. Suitability of Insurance.** The Authority shall be the sole judge of whether an insurer's rating is satisfactory. The Authority's decision shall be final and the Authority's request for proposal procedures contain no appeal provision.

**E. Best Ratings.**

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide shall be acceptable to the Authority.

2. Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the Authority will examine said insurer's financial size rating.

a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the Authority.

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the Authority's Director of Management Services and/or the Authority's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

**3.7 Indemnification Clause**

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the Authority, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or Authority, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the Authority or by premises themselves or any equipment thereon whether

latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Authority.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the Authority, its employees, or agents shall be deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

### **3.8 Force Majeure**

The obligations of either the Authority or the successful respondent shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the Authority or the successful respondent being rendered unable wholly or in part by force majeure to carry out its obligations other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by facsimile to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

FOR REVIEW PURPOSES ONLY

**SECTION IV  
QUALIFICATION FORM**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

IV  
QUALIFICATION FORM  
REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

Each respondent proposing to perform **Tree Removal Service** shall complete the following information. If the Authority believes a respondent's information is unsatisfactory, the Authority may reject their proposal without further consideration. The Authority's decision in such an event shall be final, and the Authority's procurement procedures include no method of appeal.

1. How long has the proposer been in business under the current company name and primary ownership?

Years: \_\_\_\_\_

2. The Authority requires proposers to have a minimum of five (5) years' experience working in Tree Removal Service.

Years of experience: \_\_\_\_\_

Please describe your experience: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. The Authority requires proposers to have a minimum of three (3) years' experience working with a government/public body.

Years of experience: \_\_\_\_\_

Please describe your experience: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Provide current<sup>1</sup> contact information for three (3) organizations for which the proposer has provided tree removal service within the last five years.

**At least one reference is required to be a government/public body.**

**Reference #1**

Organization Name \_\_\_\_\_

Street Address \_\_\_\_\_

<sup>1</sup> References provided may be contacted by the Authority to be used in evaluation.

City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

**Reference #2**  
Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

**Reference #3**  
Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

**Subcontractors**

The Authority acknowledges emergencies could arise when a subcontractor is needed.

Please indicate if a subcontractor would be used to respond to any calls made by the Authority:

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list subcontractors including number of years in business.

Subcontractor Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Years in Business \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Years in Business \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Years in Business \_\_\_\_\_

FOR REVIEW PURPOSES ONLY



**SECTION V  
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

FOR REVIEW PURPOSES ONLY

V  
**PROPOSAL FORM  
REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

To: BOARD OF TRUSTEES  
FOUR RIVERS  
SANITATION AUTHORITY  
3501 KISHWAUKEE ST  
ROCKFORD, IL 61109

From: \_\_\_\_\_  
(Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Tree Removal Service** in compliance with the attached Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That they have examined and are familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That they have carefully examined the scope of the required service, and that, from their own investigation, have satisfied themselves as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service and provision of the materials, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the materials or services or their performance.

C. That this proposal is made without any understanding, agreement or connection with any other person, partnership, or corporation making a proposal for the same purposes, and is in all respects fair and without collusion or fraud; and that they are not barred from proposing as a result of a bid-rigging or bid-rotating conviction.

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the Authority's **Tree Removal Service**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,

2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the Authority and the Authority's representatives as defined in Section 3.7 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. my (our) organization's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

In submitting this proposal, I (we) understand that the Authority may reject part or all of any and all proposals. I (we) agree that I (we) shall not withdraw this proposal for a period of 60 calendar-days following the scheduled proposal due date. I (we) have carefully examined the nature of the service and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this proposal.

The selected proposer shall enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract shall be executed by the Contractor/Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Contractor. Two copies of the contract shall be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VIII for a sample copy of the agreement.

**PROPOSAL PRICES FOR TREE REMOVAL SERVICE  
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS**

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

(Express all numerical quotations in figures)

<b>Tree/Stump Removal Non-emergency, scheduled response time</b>			
<b>Diameter at Breast Height (DBH) or 4 Feet from Ground</b>	<b>*Approximate Number of Trees</b>	<b>Unit Price May 1, 2022 - April 30, 2023</b>	<b>Total Price May 1, 2022 - April 30, 2023</b>
<b>6" – 10"</b>	<b>10</b>	<b>\$</b>	<b>\$</b>
<b>10.1" – 17"</b>	<b>10</b>	<b>\$</b>	<b>\$</b>
<b>17.1" – 21"</b>	<b>10</b>	<b>\$</b>	<b>\$</b>
<b>21.1" – 27"</b>	<b>10</b>	<b>\$</b>	<b>\$</b>
<b>27.1" – 32"</b>	<b>10</b>	<b>\$</b>	<b>\$</b>
	<b>TOTAL:</b>	<b>\$</b>	<b>\$</b>
		<b>Labor Hourly Rate</b>	<b>Equipment Hourly Rate</b>
<b>32.1"+ to be billed time &amp; materials</b>		<b>\$/Hr.</b>	<b>\$/Hr.</b>

\*Quantities are approximate for comparison purposes only.

<b>Tree/Stump Removal Emergency Work Equipment and Labor Rate</b> (2 hour requested response time) Use blank lines for additional equipment	<b>Cost per Hour</b>
	<b>May 1, 2022 – April 30, 2023</b>
<b>Aerial Bucket Truck</b>	\$
<b>Log Loader/Clam</b>	\$
<b>Chipper Unit</b>	\$
<b>Rubber Tire End Loader</b>	\$
<b>Crane</b>	\$
<b>Stump Grinder</b>	\$
<b>Chainsaw/Ground-man</b>	\$
	\$
	\$
	\$
	\$

By signing this proposal, I/we, the proposers, agree to the terms of the proposal, proposal requirements, addenda, and contract.

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_ BY: \_\_\_\_\_  
 (print name of firm) (authorized rep's signature)

\_\_\_\_\_ (print street address) \_\_\_\_\_ (print rep's name)

\_\_\_\_\_ (print city, state, zip) \_\_\_\_\_ (print rep's title)

\_\_\_\_\_ (area code and phone number) \_\_\_\_\_ (email address)

**Note:** The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The proposer shall exclude those taxes from their proposal.

**“NO PROPOSAL” RESPONSE  
TO  
REQUEST FOR PROPOSALS**

If your firm is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

Responses can be delivered in person to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

For this form only, responses can also be faxed to:

Four Rivers Sanitation Authority  
815-387-7538

We have received Request for Proposals #22-203: **Tree Removal Service**, due at **4:00 P.M.** on **March 4, 2022**.

Reason for not submitting proposal:

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BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

**SECTION VI  
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF  
COMPLIANCE**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

FOR REVIEW PURPOSES ONLY

**VI**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**  
**REQUEST FOR PROPOSALS #22-203**  
**TREE REMOVAL SERVICE**

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

PROJECT: **Tree Removal Service**

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. THE FOUR RIVERS SANITATION AUTHORITY CANNOT ACCEPT ANY PROPOSAL WHICH DOES NOT CONTAIN THIS AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says that:  
(Name of person making affidavit)

They are: \_\_\_\_\_ of \_\_\_\_\_  
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A - Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor'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 contractor 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 cancelled 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 to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status 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.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she 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 Departments Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor 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.

(Source: Amended at 32 111. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



**SECTION VII  
FORMS OF AFFIDAVIT**

**REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

FOR REVIEW PURPOSES ONLY

VII  
FORMS OF AFFIDAVIT  
REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

Vendor City: \_\_\_\_\_ Vendor County: \_\_\_\_\_ Vendor State: \_\_\_\_\_

**This Section for Sole Proprietorship:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing proposal and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

**This Section for Partnership:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that I am a member of \_\_\_\_\_ (partnership name), the firm described in and which executed the foregoing proposal; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

**This Section for Corporation:**

We, \_\_\_\_\_ (representative who signed the Proposal Form), and \_\_\_\_\_ (other corporate officer), being duly sworn, depose and say that we reside in the cities of \_\_\_\_\_ and \_\_\_\_\_, respectively, and that we are the \_\_\_\_\_ (representative's title) and the \_\_\_\_\_ (other corporate officer's title), respectively, of \_\_\_\_\_ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

\_\_\_\_\_  
(representative's signature) (other corporate officer's signature)

**This Section for a Limited Liability Corporation:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that I am a \_\_\_\_\_ (representative's title) of \_\_\_\_\_ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature \_\_\_\_\_

**Notarization (required for all successful proposers):**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

**VIII  
CONTRACT SAMPLE  
REQUEST FOR PROPOSALS #22-203  
TREE REMOVAL SERVICE**

**VIII  
CONTRACT  
FOUR RIVERS SANITATION AUTHORITY  
ROCKFORD, ILLINOIS**

THIS CONTRACT, made and concluded this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Four Rivers Sanitation Authority, Rockford, Illinois, also known as "Authority," and \_\_\_\_\_, their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto, to be made and performed by the Authority, the Contractor agrees with the Authority at their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work and furnish the merchandise in accordance with the specifications hereinafter described, and the Authority's requirements.

**1. Scope**

Both parties understand and agree that the Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the **Request for Proposal: Tree Removal Service**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Contractor understands and agrees that unless the contractor and the Authority terminate the Contract by their mutual written contract in conformity with Section 2.11 of this Request for Proposals, the Contractor shall provide **Tree Removal Service** for a **12-month period**, May 1, 2022 through April 30, 2023. If the Authority and the successful proposer agree in writing, the contract may be extended twice for one year per extension.

**2. Contract Price**

The Authority shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the proposal prices shown on the:

**SECTION V PROPOSAL FORM; PROPOSAL PRICES FOR TREE REMOVAL SERVICE AS SPECIFIED IN THIS REQUEST FOR PROPOSALS** (pages 24-29).

The Contractor fully understands and agrees that their proposal prices will be the only basis for payment for the contract's duration, and that in the absence of changes to which the Authority and Contractor agree because of revisions to the scope of the **Tree Removal Service**, this contract allows for no price increases.

The Authority shall make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

**3. Contract Execution**

The Contractor shall:

- A.** Perform all services in a responsible manner, supplying only service that meets or exceeds the Authority's Specifications;
- B.** Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which contractor may encounter in the prosecution of the work, or from the action of the elements;
- C.** Be responsible for all accidents their employees, or agents may incur in the contract's execution;
- D.** Hold the Authority and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the Authority and its representatives from all:
1. suits, claims, or actions,
  2. costs, either for defense or for settlements, and
  3. damages to which the Authority or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
    - a. in the execution of the Contract, or
    - b. from actions the Authority or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the Authority's negligence. For purposes of this paragraph, "its representatives" means "the Four Rivers Sanitation Authority's trustees, employees, agents, assigns, and their heirs."
- E.** Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
  2. document compliance as required,
  3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
  4. prepare and make available all required information and documentation, and
  5. hold harmless and indemnify the Authority and the Authority's representatives as defined in Section 3.7 from all:
    - a. Suits, claims, or actions;
    - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
    - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

- F. Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
  2. the definition of sexual harassment under Illinois State law;
  3. a description of sexual harassment, utilizing examples;
  4. Contractor's internal complaint process including penalties;
  5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
  6. directions on how to contact the Department and the Commission; and
  7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

- G. Maintain all specified insurance for the duration of the contract.

#### **4. Payments to Contractor**

If the Authority receives an acceptable invoice for conforming service prior to the fifth day of the month, the Authority shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

#### **5. Subcontracts**

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the Authority, and in no case shall consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

#### **6. Contractor's Responsibility**

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

#### **7. Counterparts**

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**8. Time**

The Contractor agrees to all schedules specified in this request for proposals.

**9. Seals**

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

\_\_\_\_\_  
Name of Firm - Contractor

By \_\_\_\_\_  
Authorized Signature

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Four Rivers Sanitation Authority  
Winnebago County, Illinois

By \_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
Director of Management Services

STATE OF ILLINOIS )  
COUNTY OF WINNEBAGO )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services of the Four Rivers Sanitation Authority, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the Authority, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

\_\_\_\_\_  
Notary Public