

Special Services Area #42 RFP

One-Year Contract: January 1, 2017 to December 31, 2017

Request For Proposal Landscaping/Weed Removal

Two hard copy proposals are due no later than 5:00 pm Monday, November 14th, 2016 at the South Shore Chamber Economic Development, Inc. Office, 1750 E. 71st St. Chicago, IL 60649 and one electronic copy via email to ttrice@southshorechamberinc.org. For all questions contact Tonya Trice, SSA #42 Program Manager (773) 955-9508.

SSA#42 is issuing this RFP to secure a contractor for the provision of Landscaping Activities for the SSA#42 boundary area henceforth known as the "boundaries" which are Stony Island Ave. (67th St.-79th St. on the west side of Stony Island, from 67th St. to 73rd St. on the eastside of Stony Island and also including north and south sides of 71st street from Kimbark Ave to South Shore Drive/Exchange /Yates Ave. including up to alley on major intersections).

Landscaping Activities and Guidelines:

1. The contractor will conduct a minimum of two spraying of weeds and grass on the public walkway. The first spray shall take place no later than June 15th, subsequent sprays as needed with the final spray no later than August 15th. The spray is to be an environmental friendly herbicide, which is to be applied during the active growing period. After the initial spraying and the weeds have died, the contractor will clean out all debris. All large weeds/bushes not responding to the herbicide are to be cut down. Subsequent spraying will occur to maintain/control weed and grass growth in the public walkway.
2. The contractor will install plants in the hanging baskets along 71st St. 1st installation shall be no later than June 15th, and the second installation shall be no later than November 15th.
3. The Contractor shall maintain planted trees, baskets, flowers on sidewalks and corners.
4. The contractor will remove debris from planters and water plants.
5. The contractor will remove debris and weeds from tree grates.
6. Maintain garden beds, including any Streetscape gardens and tree grates, which will include litter removal and light landscaping (weeding, pruning, etc.)
7. Contractor will provide South Shore Chamber two reports that will be reviewed and filed by the Program Manager
8. Contractor will begin landscaping services in May and complete them in November.

Landscaping Evaluation, Reports, and Conflict Resolution Procedures:

1. SSA #42 Program Manager will inspect sidewalks, and planters on a weekly basis.
2. SSA #42 Program Manager will document incidents of weed growth, and/or poor maintenance of planters.
3. In the event of any discrepancy, the Service provider will first give a verbal warning of first incident of poor performance, written warning of second incident, and third incident may cause contract review and possible termination.
4. Contractor will provide SSA #42 Program Manager with bi-weekly reports that will be reviewed and filed by the Program Manager
5. Contractor will be subject to quarterly evaluations by SSA #42 Program Manager

Compliance with All Applicable Laws

1. Contractor must be licensed to do business in Illinois.
2. The Contractor must provide evident that they are in compliant and in good standing with all city, county and state regulations.
3. The Contractor must provide proof the commercial insurance.
4. The Contractor shall be responsible for acquiring any licenses and permits necessary to perform the Contract Services.
5. The Contractor shall accept sole liability for compliance with all laws and governmental regulations and requirements related to its Personnel and their employment, including without limitation such items as Workers' Compensation insurance coverage, unemployment insurance, OSHA requirements, Fair Labor Standards Act requirements, work safety rules, and the like as such laws and government regulations and requirements may apply to Contractors' Personnel providing Contract Services (see ordinances excerpts attached)
6. The Contractor shall furnish proof of its compliance with the above #5 Section, upon request and in the form requested by SSCED or the City.

These are referenced from the City Ordinances
Section 3.04 Nondiscrimination

Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin: or (2) limiting, segregating or classifying contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq.(1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No11246,30 Fed. Reg. 12,319 (1865), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No.11375, 32Fed.Reg..14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978)" Age discrimination Act, 42 U.S.C. 6101-6106 (1981); Age discrimination in employment Act, 29 U.S.C. 621-3; Rehabilitation Act of 1973, 29 U.S.C. 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. 1201 et seq.; 42 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provide under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable statutes, regulations and other laws.

City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provide under this Agreement must comply with, the Chicago Human Rights Ordinance, ch.2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

The Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or may provide any such materials, labor or services in connection with this Agreement. Further such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

Section 6.01- Warranties and Representations

ARTICLE 6 SPECIAL CONDITIONS

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and
- C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and
- D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code of Chicago, 720 ILLS 5/33E-1 *et se q.* of the Criminal Code of-1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and
- E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and
- F. That, except only for those representations, statements, or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Contractor to enter into this Agreement; and No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that

any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

Section 6.06

Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago. It is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by an elected official with respect to this agreement is grounds for termination of this agreement

6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$10.00, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

Section 8.13

Sub-contractor agrees that, any person or entity who directly or indirectly has an ownership or beneficial interest in Sub-Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("Identified Parties")), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.