



## **Request for Qualifications**

**Issued by the Cook County Land Bank Authority for:**

# **Landscape Maintenance Services**

**Background on the Cook County Land Bank Authority:** The CCLBA was established via Ordinance by the Cook County Board on January 16, 2013. The CCLBA is the largest geographic land bank in the country covering 946 square miles, encompassing 130 municipalities and 5.1 million people and is the first single purpose entity in Cook County to focus solely on returning vacant and foreclosed property back to active and productive use throughout the region. The CCLBA is overseen by a 15-member governing board.

**About this Request:** CCLBA will acquire, hold, and convey real property, which may include vacant lots, single family homes, multifamily residential property, commercial properties, industrial properties, or other real estate. During the time that the property is under the care and control of the CCLBA, the CCLBA will be responsible for maintaining the property according to local codes / ordinances. CCLBA will contract for services from qualified firms, which can include for-profit and non-profit organizations. This opportunity will relate mainly to vacant land owned by CCLBA. All contracts will be procured according to the Cook County Land Bank Authority procurement policy.

**Responses to be submitted in electronic format (Adobe PDF preferred) to:**  
[info@CookCountyLandBank.org](mailto:info@CookCountyLandBank.org)

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## 1) INSTRUCTIONS TO RESPONDENTS

### a) Definitions

- i) Respondent shall mean the individual or business submitting a Response to supply the services requested in the RFQ
- ii) Response shall mean the complete response submitted by the Respondent to provide the service, which constitutes an offer to contract with CCLBA at said terms and conditions
- iii) CCLBA shall mean the Cook County Land Bank Authority
- iv) Contract shall mean the agreement between the CCLBA and the Contractor
- v) Contractor shall mean the individual or business entity submitting a Response and with whom CCLBA will Contract
- vi) Chief Procurement Officer shall mean the Executive Director of the Cook County Land Bank Authority unless otherwise specified

### b) Content of Responses

A complete Response will consist of:

- i) Statement of qualifications: provide a statement of qualifications, which will include a brief description of the company (years in business, number of employees, etc.), the services provided, the service areas covered (or preferred), estimated assignment capacity, and the key employee(s) who would be responsible for management of this contract.
- ii) References: provide a list of professional references for whom the Respondent has or is providing landscape maintenance services. Include the name of the contact person, name of the company or firm, as well as a telephone number and email address for the contact. Please provide at least three (3) references for services performed within the last twelve (12) months.
- iii) Legal actions: provide a list of any active or pending litigation in which the Respondent is a party and include a brief description of the reason for legal action. If no legal actions are ongoing or pending, include a statement / section in the Response marked "Legal Actions – None."
- iv) Conflicts of interest: provide information regarding any real or potential conflict of interest. Failure to reveal any potential conflict of interest at the time of Response may represent a breach of contract, subject to appropriate penalties. If no conflict of interest exists, include a statement / section in the Response marked "Conflicts of Interest – None."
- v) MBE/WBE/VBE/SDVBE status: provide a statement concerning whether or not the Respondent is a MBE/WBE or a VBE/SDVBE as defined in Sec. 34-263 and Sec. 34-229, respectively, of the Cook County Code of Ordinances. If the Respondent is claiming any of the aforementioned statuses, supporting documentation must be submitted for verification purposes.



- vi) Business license(s): provide a current copy of any business licenses.
- vii) Certificate of insurance: provide a copy of the Respondent's current certificate of insurance.
- viii) Economic disclosures: provide fully completed, signed (where needed) and notarized (where needed) copies of the Economic Disclosure forms referenced in Section 6 below.

Please include the name of Respondent on all documents contained in the Response.

**c) Respondent Warrantees**

The submission of a Response shall constitute a warranty that (1) Respondent has carefully and thoroughly reviewed the RFQ and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Respondent and all staff intended to work on this Contract are skilled and experienced in the type of services called for in this RFQ; (3) Respondent is not currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or the CCLBA; and, (4) neither the Respondent nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from the CCLBA or its employees, contractors, or directors. Failure of Respondent to fully acquaint themselves with the amount of work involved to properly perform under the Contract will not be a basis for requesting extra compensation after the award of a Contract.

**d) Submission of Responses and Significant Dates**

Mandatory pre-submission meeting:

*10:00 a.m. CST on Friday, November 6, 2020 via a Zoom Webinar.*

Please follow the link to attend:

<https://zoom.us/j/91717701874?pwd=OXMxaW5tT0t1bHNDMHNEOTJiWINSZz09>

If prompted, please enter the password: cclba

Complete Response submissions will be accepted beginning:

*8:00 a.m. CST on Monday, November 9, 2020*

Deadline for submissions is:

*2:00 p.m. CST on Friday, November 13, 2020*

Decisions on submitted Responses are anticipated to be made by:

*Friday, December 4, 2020*

Responses shall be submitted in electronic format (Adobe PDF preferred) to:

[info@CookCountyLandBank.org](mailto:info@CookCountyLandBank.org).

**Incomplete Responses will not be accepted, nor will Responses from Respondents who did not attend the pre-submission meeting. CCLBA reserves the right to reject any and all Submissions.**

**e) Modification of Responses**

Respondents may withdraw Responses at any time. No modifications will be accepted on Responses submitted. However, revised Responses may be resubmitted prior to the submission deadline date.

**f) Acceptance of Responses**

Incomplete Responses will not be accepted, nor will Responses from Respondents who did not attend the pre-submission meeting.

The CCLBA reserves the right to reject any or all submissions, extend the submission period, re-advertise for submissions, or take any other such actions that may be deemed to be in the best interests of the CCLBA.

Upon acceptance and review of all Responses, the Chief Procurement Officer of the CCLBA, or their designee, may schedule and hold interviews with those Respondents that it deems qualified. Responses will be evaluated in terms of completeness of the Response, breadth of the services offered, assignment capacity, and experience of the Respondent with projects of similar size, scope, and complexity.

**g) Notices**

All communications concerning this RFQ must be presented in writing via email (preferred) or standard U.S. mail. Reference the RFQ title in the subject line of all electronic correspondence. Questions should be directed to:

Gene Kelley  
Asset Manager  
Cook County Land Bank Authority  
69 W. Washington St., Suite 2938,  
Chicago, IL 60602  
Email: [Gene@CookCountyLandBank.org](mailto:Gene@CookCountyLandBank.org)

Daniel Taylor  
Asset Manager  
Cook County Land Bank Authority  
69 W. Washington St., Suite 2938  
Chicago, IL 60602  
Email: [Daniel@CookCountyLandBank.org](mailto:Daniel@CookCountyLandBank.org)

Alejandro (Alex) Alvarado  
Asset Manager  
Cook County Land Bank Authority  
69 W. Washington St., Suite 2938  
Chicago, IL 60602  
Email: [Alejandro@CookCountyLandBank.org](mailto:Alejandro@CookCountyLandBank.org)



#### **h) Cooperation with the Inspector General**

Persons or businesses seeking contracts from the CCLBA are required to abide by all applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

***END OF SECTION***



## **2) COUNTY ORDINANCE REQUIREMENTS**

All procurements are subject to the following requirements as set forth in the Cook County Code of Ordinances.

### **a) Living Wage**

All CCLBA procurements shall comply with the requirements set forth in Section 34-160 (Living Wage) of the Cook County Code of Ordinances.

### **b) Prevailing Wage**

All CCLBA procurements shall comply with Sec. 34-161 (Prevailing Wage) of the Cook County Code of Ordinances.

### **c) Federal Prevailing Wage**

As provided in Section 34-162 (Federal Prevailing Wage) of the Cook County Code of Ordinances, if a procurement will be paid using federal funds, and if such federal funding requires compliance with the Davis-Bacon Act (40 U.S.C 276a-276a-7), then the Contract shall contain provisions requiring that the Contractor and any subcontractors shall pay the Federal Prevailing Wage.

### **d) Prevailing Wages for Covered Services**

Not less than the prevailing rate of wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services under a contract, in accordance with Section 34-163 of the Cook County Code of Ordinances.

### **e) Recycled Products**

All CCLBA procurements shall comply with Section 34-215 through Section 34-222 (Recycled Products) of the Cook County Code of Ordinances. In applying such provisions, the term "County" shall mean "CCLBA" and the term "CPO" shall mean "Executive Director."





**f) Predatory Lenders**

All CCLBA procurements shall comply with Section 2-407 (Predatory Lender Ordinance) of the Cook County Code of Ordinances. Each Proposal or Response submitted by a financial institution shall contain the certification set forth in Section 34-192 (Predatory lenders) of the Cook County Code of Ordinances.

**g) Percentage of Work of Public Works Projects to be Performed by County Residents.**

For any Public Works Contract having an estimated contract price of \$100,000.00 or more, where not otherwise prohibited by Federal or State law, at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

**h) Re-Entry Employment Proposal Incentive.**

All Public Works Contracts with an estimated Proposal Price of \$100,000.00 or more shall include the Proposal Incentive Provision established in the Cook Re-Entry Employment Proposal Incentive Ordinance as set forth in Section 34-231 through Section 34-236 of the Cook County Code of Ordinances.

**i) Compliance with Child Support Orders**

All CCLBA procurements shall comply with Sec. 34-369 (Child Support Payment) of the Cook County Code of Ordinances.

**j) Minority and Women Owned Business Enterprises**

All CCLBA procurements shall comply with Sec. 34-260 through Sec. 34-289 (Cook County Minority and Women Owned Business Enterprise) of the Cook County Code of Ordinances; provided however, that the Executive Director shall have the duties and responsibilities imposed upon the County's Chief Procurement Officer and the Contract Compliance Officer; and that the Board shall have the powers and duties of the County Board.

**k) Local Business Preference**

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Contract to the lowest responsible and responsive Proposer which is a local business, so long as the Proposal of such Proposer does not exceed the Proposal of the lowest responsible and responsive Proposer by more than 2%.



**I) Veteran's Preferences and Incentives**

All CCLBA procurements shall comply with Sec. 34-237 through Sec. 239 (Veterans Preference and Incentives) of the Cook County Code of Ordinances.

***END OF SECTION***

### **3) GENERAL CONDITIONS**

If a Respondent is deemed qualified to perform the requested services on behalf of CCLBA, the Respondent must agree to the following General Conditions, which will be part of the contract between CCLBA and the Respondent. Some conditions may not be particularly relevant for the services to be performed. The final Contract may contain additional conditions.

#### **a) Subcontracting or Assignment of Contracts**

Once awarded, the Contract may not be subcontracted or assigned without prior written authorization of the CCLBA. Any unauthorized subcontracting or assignment shall render the Contract null and void.

#### **b) Indemnification**

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultants, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor.

#### **c) Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract documents. No payment shall be made without such invoices having been submitted in the proper form approved by the CCLBA.

#### **d) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or contract good to be provided pursuant to this Contract, Contractor shall refund to the CCLBA, on a prorated basis to the effective date of termination, all amounts prepaid for such service or contract good not actually provided as a result of the termination. The refund shall be made within fourteen (14) calendar days of the effective date of the termination.

#### **e) Price Reduction**

If at any time after the Contract award, the Contractor makes a price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period.

**f) Disputes**

The Chief Procurement Officer of Cook County Land Bank Authority shall have final authority to resolve any disputes. Any dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant section of the Contract. The Chief Procurement Officer will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the Contractor and to the disputing party, if different from the Contractor.

Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed to by CCLBA in writing.

**g) Modifications and Amendments**

Modifications and amendments may be made to the contract, provided such modifications and amendments are approved in writing by the Chief Procurement Officer. No change to the contract may extend the contract period more than one (1) year, nor may any change increase the value of the contract more than ten (10) percent over the contract award.

**h) Default**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract, where Contractor has failed to cure such breach within fourteen (14) calendar days after written notice of breach is given to Contractor by CCLBA, setting forth the nature of such breach. A material breach of the Contract by the Contractor includes, but is not limited to, the following:

- (1) Failure to begin performance under this contract within the specified time;
- (2) Failure to perform under this contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
- (3) Performance of this Contract in an unsatisfactory manner;
- (4) Refusal to reperform services deemed to be defective or unsuitable;
- (5) Discontinuance of performance of Contractor's obligations under the Contract or the impairment of reasonable progress of performance;
- (6) Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
- (7) An assignment of this Contract for the benefit of creditors;
- (8) Any cause which impairs performance in an acceptable manner;
- (9) Any other material breach of any term or condition of this Contract.



CCLBA shall be in default hereunder if any material breach of the Contract by CCLBA occurs, which is not cured by CCLBA within forty-five (45) calendar days after written notice of breach has been given by the Contractor to CCLBA, setting forth the nature of the breach.

**i) Cook County Land Bank Authority Remedies**

If the Contractor fails to remedy a material breach during the fourteen (14) calendar day cure period pursuant to Section 2(h), CCLBA shall have the right to terminate this Contract, provided however, that CCLBA shall give the Contractor written notice of its intent to terminate. Following notice to the Contractor, CCLBA reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, CCLBA shall have the rights to pursue all remedies available in law or equity.

**j) Contractor's Remedies**

If CCLBA has been notified of breach and fails to remedy the breach during the forty-five (45) calendar day cure period pursuant to Section 2(h), the Contractor shall have the right to terminate this Contract, provided however, the Contractor shall give CCLBA thirty (30) calendar days prior written notice of termination. Contractor shall have the rights to pursue all remedies available in law or equity. The Contractor's damages shall be limited to provable damages not to exceed the value of the Contract as awarded by the CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

**k) Delays**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**l) Patents, Copyrights, and Licenses**

Contractor warrants that any software, licenses, programs, work product, intellectual property, equipment, hardware or part or use thereof is provided to CCLBA legally and without infringement on any patent, copyright, or license or any other intellectual property right. Contractor shall agree to hold harmless and indemnify the CCLBA at its own expense against any suit or proceeding brought against the CCLBA based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the Contractor.

**m) Compliance with Laws**

Respondent / Contractor shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County, and other local governments which may in any manner affect the preparation of the Response or the performance of the Contract. Respondent / Contractor shall also comply with by the rules and procedures approved and adopted by the CCLBA and the Cook County Land Bank Ordinance, which can be found on the CCLBA website [www.cookcountylandbank.org](http://www.cookcountylandbank.org).

**n) Termination for Convenience**

CCLBA may terminate this Contract, or any portion of it, at any time by notice in writing to the Contractor.

**o) Guarantees and Warrantees**

All guarantees and warrantees required shall be furnished by the Contractor and shall be delivered to CCLBA before final voucher on the Contract is issued. The Contractor agrees that the contract goods or services to be furnished shall be covered by the most favorable commercial warrantees the Contractor gives to any customer for the same or substantially similar contract goods or service and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the CCLBA.

**p) Standard of Contract Goods**

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will not accept any contract goods that have been refurbished, rebuilt, restored, or renovated in any way, nor will it accept experimental contract goods. Contract goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the Response will be considered experimental.

**q) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting CCLBA and will not disclose any of CCLBA's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from the CCLBA without prior approval of CCLBA. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the CCLBA free of charge.



All documents, data, studies, reports, work product or product created as a result of the performance of service(s) shall be the property of CCLBA. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, reports, work product, or product obtained from the CCLBA or created hereby for its own purposes or to be copied and used by any third party. During the performance of the service(s) herein provided for, the Contractor shall be responsible for any loss or damage to the documents herein enumerated while they are in Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**r) Audit: Examination of Records**

Contractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition, or provision thereof. The Contractor shall be responsible for establishing and maintaining records to sufficiently document the costs associated with performance under the terms of this Contract.

Contractor further agrees that it shall include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the subcontract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of such subcontractor involving transactions related to the subcontract, or to such subcontractor's compliance with any term, condition, or provision thereunder or of the Contract.

In the event the Contractor receives payment under the Contract which is later determined by the CCLBA to be unwarranted, the Contractor shall promptly refund the unjustified amount to the CCLBA on request, or at the CCLBA's option, the CCLBA may credit the disallowed amount from the next payment due or to become due to the Contractor under any Contract with the CCLBA.

**s) Entire Contract**

It is expressly agreed that the provisions set forth in the Contract constitute all of the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**t) Force Majeure**

Neither Contractor nor CCLBA shall be liable for failing to fulfill any obligation under this contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, tornadoes, floods, epidemics, or riots.

***END OF SECTION***



#### 4) SPECIAL CONDITIONS

##### a) Scope

The standard assignment will have the following obligations:

##### 1) LANDSCAPING

- Property must be serviced from street to alley
- Grass cuts and weed whacking / trimming must be completed every visit during the growing season
- If a fence exists, fence lines must be maintained so there is no overgrowth on CCLBA's property
- Mowers should be set at an appropriate height to maintain municipal standards between visits
- During periods of heavy growth, excessive clippings should be removed as needed
- If applicable, bushes / hedges must always be maintained to prevent obstruction to sidewalks / walkways
- Leaf / minor branch debris should be removed as needed
- Wayward saplings / trees must be pulled or cut
- *Any citations or fines assessed to CCLBA for failure to maintain landscaping to municipal regulations will be charged back to the Contractor*

##### 2) DEBRIS / TRASH REMOVAL

- Typical debris / trash must be picked up and removed at each service visit
- Up to one (1) thirty-three (33) gallon "contractor" type trash bag should be considered a standard amount of debris
- Contractor must notify CCLBA of excessive debris (i.e. over the amount stated above or fly-dumping) and/or parked cars via e-mail, text, or phone call within twenty-four (24) hours of discovery
- *Any citations or fines assessed to CCLBA due to failure of Contractor to notify CCLBA of excessive debris will be charged back to the Contractor*

##### 3) SNOW REMOVAL / ICE CONTROL

- All public walkways must be cleared of snow or deiced within forty-eight (48) hours of the end of the weather event
- Sufficient salt / ice melt must be placed on all public walkways to prevent ice build-up

##### 4) SERVICE REPORTS

- Contractor must provide property service reports with date stamped photos
- A report must be submitted for each property serviced after each service visit
- Photos must show before and after servicing
- Reports should provide a photographic depiction of the entire property, including at least one photo of the property from the curb and one from the alley / rear lot line

- Any changes in condition or service issues must be photographed and noted in the report, as well as notification via e-mail, text, or phone call given to CCLBA within twenty-four (24) hours of discovery
- Reports must be uploaded onto CCLBA's online portal no later than ten (10) calendar days from the service date
- *Failure to upload service reports in the specified time period will result in a proportionate billing deduction*

Additional services may be required and will be bid out as needed, including but not limited to:

- Tree removal
- Initial property clean-ups
- Weed control
- Fly-dumping / excessive debris removal
- Fence install / repair
- Snow plowing
- Parking lot sweeping

#### **b) Service schedule**

- From April 1<sup>st</sup> through October 31<sup>st</sup>, each property is to be serviced three (3) times per month, with no less than seven (7) calendar days and no more than twelve (12) calendar days between service dates
- From March 1<sup>st</sup> to March 31<sup>st</sup> and November 1<sup>st</sup> through November 30<sup>th</sup> each property should be serviced two (2) times with no less than thirteen (13) and no more than eighteen (18) calendar days between service dates
- Snow removal should be performed after any snow event of two (2) inches or more
- Salting / deicing should be completed as needed
- If there is no sidewalk at the property that will require snow removal or deicing, service will pause starting December 1<sup>st</sup> and resume on March 1<sup>st</sup> unless otherwise requested by CCLBA

#### **c) Reporting requirements**

Completed service reports are expected to be provided to CCLBA within ten (10) calendar days of the service visit or completed special assignment.

Contractors are expected to have the ability to upload completed reports to CCLBA's online property portal. Access will be granted to all Respondents who are awarded a Service Contract.



As previously mentioned above, all reports must include the following items:

- Date Stamped Photos of the property before and after servicing
- Photos must include at least one photo of the property from the curb and one photo from the alley / rear lot line
- Comments on any conditions of note (i.e. flooding, fly-dumping, downed trees etc.)
- Any changes in condition must be photographed and mentioned in the comments

***Notification of any significant changes in property condition or conditions that prevent proper servicing must be given to CCLBA within twenty-four (24) hours of discovery.***

**d) Value of the Contract:**

Standard services will be billed and paid on a per assignment basis according to the following price schedule:

Lot Size	April 1 <sup>st</sup> to October 31 <sup>st</sup>	March 1 <sup>st</sup> to March 31 <sup>st</sup> and November 1 <sup>st</sup> to November 30 <sup>th</sup>	Snow Removal / Deicing
Up to 5,000 SF	\$150 / Month	\$100 / Month	\$30 / Occurrence
5,001 to 10,000 SF	\$225 / Month	\$150 / Month	\$40 / Occurrence
10,001 SF to 15,000 SF	\$300 / Month	\$200 / Month	\$50 / Occurrence
Over 15,000 SF	As Quoted	As Quoted	As Quoted

Property sizes will be based upon information available through the Cook County Assessor’s website. If no size information is listed for the property, pricing will be determined at the mutual agreement of CCLBA and the Contractor using the measurement tool on the CookViewer website. If a property is comprised of multiple contiguous PINs, pricing will be based upon the aggregate total of lot sizes.

Additional services, if needed, will be bid out and paid as quoted by Contractor and approved by CCLBA.

*Failure to upload service reports in the specified time period will result in a proportionate deduction.*

*Any citations or fines assessed to CCLBA due to Contractor’s failure to maintain landscaping to municipal regulations or notify CCLBA of changes in condition (i.e. fly dumping, downed trees, flooded lot, etc.) will be charged back to the Contractor.*

**e) Method for Payment**

Services will be billed and paid on a monthly basis. Contractor will upload individual invoices to CCLBA's property portal and e-mail or mail a summary statement of the monthly billings to CCLBA. Although CCLBA will do its best to provide payment sooner, Contractor should expect a payment period of thirty (30) to forty-five (45) days.

**f) Contract Period**

Contracts will be reviewed and renewed on an annual basis. Renewal is not guaranteed. Renewal will be dependent on the Contractor's performance during the previous contract period(s).

**g) Delivery Cost**

Contractor shall be responsible for the cost of all deliveries to CCLBA for services and materials provided under this Contract.

***END OF SECTION***

## **5) INSURANCE REQUIREMENTS**

### **a) Waiver of Subrogation**

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County and the Cook County Land Bank Authority.

### **b) Insurance Requirements of the Contractor**

No later than the effective date of the Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of the Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of the Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

Contractor shall require all subcontractors to provide the insurance required in the Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Land Bank Authority maintains the right to modify, delete, alter or change these requirements.

### **c) Coverages**

#### **(1) Workers' Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

#### **(2) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage.

The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause.

(3) Automobile Liability Insurance

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Motorists: Per Illinois Requirements

(4) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

**d) Additional Requirements**

(1) Additional Insured

Cook County Land Bank Authority, Cook County, their officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy, Automobile Liability policy, and Errors and Omissions policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by CCLBA and/or Cook County. Any insurance or self-insurance maintained by CCLBA and/or Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to CCLBA and Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(2) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Land Bank Authority.

### (3) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Land Bank Authority, 69 W Washington Street, Suite 2938, Chicago, Illinois 60602 at least thirty (30) days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to CCLBA certificates of insurance maintained by Contractor.

In no event shall any failure of CCLBA to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

***END OF SECTION***

## **6) ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS**

Respondent must complete and return the "Economic Disclosure Statement & Forms" found in the web link below along with their Response. In the event that further clarification is required on any of the information provided, CCLBA reserves the right to make any necessary inquiry with a Respondent for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

In addition to the instructions given in the EDS forms, please note the following:

1. Some responses have been prefilled by CCLBA, please leave those responses as already completed.
2. You do not need to send a completed copy of the "Familial Relationship Disclosure" to the Cook County Board of Ethics. If a Contract is awarded to your organization, CCLBA will forward any documents as needed.
3. You may disregard the last page of the EDS packet: Section 6, "Cook County Signature Page."
4. The Document Index (page 1 of the EDS packet) as well as Section 1 (EDS-i and EDS-ii; pages 2-3) and Section 6 (EDS-16; page 19) do not need to be returned as part of the Response.
5. *All documents under Sections 2-5 must be included in your Response fully completed, signed (where required) and notarized (where required) in order to have a compliant Response.*

The EDS Packet can be found under the heading for this RFQ at:

<http://www.cookcountylandbank.org/resources/bid-documents/>

**END OF SECTION**