

REQUEST FOR PROPOSALS

Woody Invasive Species Control

The Rock Island County Forest Preserve District is seeking proposals for a woody invasive species control project at Amôwa Forest Preserve (West) in East Moline, IL. The project consists of treatments for approximately 8 acres of woody invasive species and retreatments for any new sprouts the following year.

Specifications and instructions are posted on the Rock Island County Forest Preserve District website, <https://www.ricfpd.org>, or may be obtained from the District Office at Loud Thunder Forest Preserve, 19406 Loud Thunder Road, Illinois City, Illinois 61259 (309) 795-1040. Proposals must conform to the requirements of the specifications and instructions.

Proposals are to be submitted to and received by the Rock Island County Forest Preserve District on or before November 14, 2025 at 12:00 PM.

INSTRUCTIONS

1. PROPOSALS:

A Proposal must be legibly printed or typed. Proposal's must be sealed in an envelope labeled "*Woody Invasive Species Control Program*". A Proposal must set forth the scope and final lump sum cost of services to be provided, and the qualifications of the individual or entity. Any deviation from the Specifications or Instructions must be noted clearly and concisely. A Proposal must be signed and dated by the individual or by a duly authorized representative of the entity. A Proposal must remain firm for a period of forty-five (45) days.

2. QUALIFICATIONS OF THE INDIVIDUAL OR ENTITY

The individual or entity shall be licensed, certified, accredited, and meet all of the necessary qualifications to perform the services contemplated, as applicable, and must be appropriately responsible. Rock Island County Forest Preserve District may investigate as it deems necessary to determine the ability and appropriateness of the individual or entity to perform the services. Rock Island County Forest Preserve District reserves the right to reject any Proposal if the individual or entity fails to satisfy Rock Island County Forest Preserve District that the individual or entity is qualified to perform the services contemplated.

3. CONSIDERATION/AWARD OF CONTRACT:

Rock Island County Forest Preserve District reserves the right to reject or accept any Proposal, or parts thereof, and/or waive technical defects. Rock Island County Forest Preserve District will evaluate proposals on the basis of experience, ability to complete the project within the time provided, and cost. The recommended award will be based upon the Rock Island County Forest Preserve District's determination of the provider that can best meet the needs of the District. Rock Island County Forest Preserve District reserves the right to consider all elements that it determines are relevant regarding determining whether an individual or entity is appropriately responsible. An appropriately responsible individual or entity is one who is not only financially responsible, but who possesses the judgement, experience, skill, ability, capacity and integrity requisite necessary to perform a public contract such as this according to its terms.

4. CONTRACT

The successful individual or entity shall execute a Purchase of Services Agreement, substantially similar to the draft Purchase of Services Agreement included with the Specifications, and Instructions, within fifteen (15) days after notice of the award of the contract is given. These Instructions, and the Specifications and Proposal in their entirety form the primary basis of the Agreement.

5. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable Federal, State, Local, and municipal laws, ordinances, rules and regulations. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

6. LATE PROPOSALS

Proposals that are not timely received will generally not be accepted.

7. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their Proposal a sworn statement by the individual or entity that the individual or entity has examined and carefully checked the Request for Proposal, Instructions, and Specifications before submitting the Proposal, and have offered a compliant Proposal.

SPECIFICATIONS

[Rock Island County Forest Preserve District Woody Invasive Species Control Program]

Woody INVASIVE SPECIES CONTROL: USING APPROVED HERBICIDE(S) TO TREAT FRANGULA ALNUS & RHAMNUS CATHARTICA (BUCKTHORN), LONICERA SPP. (BUSH HONEYSUCKLE), AND BERBERIS THUNBERGII (JAPANESE BARBERRY). CELASTRUS ORBICUATUS (ORIENTAL BITTERSWEET)

The Rock Island County Forest Preserve District is pleased to announce a Woody Invasive Species control program for Amôwa Forest Preserve (West), 19500 Hubbard Road, East Moline, IL 61244. Cuts and treatments may begin as early as December 1, 2025 and must be completed before April 1, 2026. All invoicing must be submitted before May 1, 2026. Then between November 1, 2026 and December 31, 2026 the contractor shall provide cuts and treatments to any new sprouts in the project area from the 2026 growing season.

Any cuts and treatments conducted after project expiration or without Rock Island County Forest Preserve District pre-approval will not be funded by this program. Eligible contractors must display in their bid: ability to fulfill RFP requirements within treatment window, provide previous examples of projects of a similar scope, provide qualifications for staff working on the project, provide example projects and at least 2 references for similar projects. Proposals will be evaluated based on the basis of experience, ability to complete the project within the time provided, and cost. The approximate project area within Amôwa Forest Preserve (West) location is available in Appendix A.

Specifications for proposal:

The contractor shall cut and treat up to approximately 8 acres of woody invasive species on Amôwa Forest Preserve, 19500 Hubbard Road, East Moline, IL 61244. The Rock Island County Forest Preserve District will provide a map and meet with the contractor at the project area when selected. Preference will be for contractors willing to address any additional invasive populations and demonstrate an ability and a commitment to performing work during 2025-2027.

Please include:

- A lump sum cost for the project area, approximately 8 acres for woody invasive species treatment. Contractors are responsible for getting themselves to and from sites.
- Proposals should include the application rate and herbicide to be used for various woody species.
- Willingness to treat any additional invasive or undesirable populations.
- References, applicable certifications, and business experience (past 5 years).
- 2 References for projects where contractor demonstrated capability and expert understanding of similar projects and scope.
- Certificate/proof to transact business within the State of Illinois per 805 ILCS 5/13 of the Business Corporation Act of 1983.

Pesticide Applicators & Operators must hold all current relevant Illinois Department of Agriculture Pesticide License & Certifications.

Proposals must be received by 12:00 p.m. (noon) Friday, November 14, 2025.

Submit proposals to:

Rock Island County Forest Preserve District
19406 Loud Thunder Road
Illinois City, IL 61259
309-795-1040
E-mail: jcraver@ricfpd.org

Program Procedure:

The project area can be found in Appendix A. Cut and herbicide treatments for approximately 8 acres of woody invasive species in total will be controlled through this effort on Amôwa Forest Preserve. The preferred method is manual cut stump once the growing season has stopped and before the new growing season due to sensitive plant populations in the vicinity. However, if contractor has a more safe and efficient method to obtain treatment goals, alternate proposals will be considered. Contractors are responsible for mobilization. Contractors in final invoice will have efforts as separate line items.

The contractor will be responsible to complete and submit any and all permit application(s) for the treatment areas. Control work will follow Best Management Practices. Applicators must hold current Illinois Department of Agriculture certifications and licenses. Contractor will contact Rock Island County Forest Preserve District 24 hours prior to treatment and shall report completed work of all treated areas to the Rock Island County Forest Preserve District after treatment is complete for inspection.

Contractors may submit invoices to the District monthly between December 2025 and April 2026, then again in a single invoice for any and all work provided in November and December of 2026. Contractors may bill the District for up to 80% of the proposed lump sum fee for work satisfactorily completed between the December 2025 and April 2026 work period. The final 20% may be invoiced after satisfactorily completing the cut and treatment of any new sprouts during November 1 and December 31, 2026 from the 2026 growing season.

Required herbicide mixtures shall include a dye and disclose any adjuvant utilized.

The Rock Island County Forest Preserve District reserve the right to require usage of specific herbicide mixtures based on site specifications.

PURCHASE OF SERVICES AGREEMENT

[Rock Island County Forest Preserve District Woody Invasive Species Control Program]

This Agreement, entered into by and between the Rock Island County Forest Preserve District, a Body Corporate, hereinafter referred to as “District”, and **PROVIDER NAME & ADDRESS** hereinafter referred to as “Provider”.

WHEREAS, District desires to secure and retain the services of Provider to perform the services enumerated below; and

WHEREAS, Provider desires to perform the services enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. This Agreement shall become effective this _____ day of _____, 2025 and shall expire on April 1, 2027. This Agreement may be extended for additional periods by prior mutual written consent of the parties.
2. District’s contact information is: Rock Island County Forest Preserve District, 19406 Loud Thunder Road, Illinois City, IL 61259, Phone: (309) 795-1040, email: jcraver@ricfpd.org
3. Provider’s contact information is: **NAME/CONTACT INFORMATION.**
4. During the term hereof, District hereby engages Provider and Provider hereby agrees to perform **NAME / DESCRIBE SERVICE(S)** services OR as set forth in **INSERT DESCRIPTION OF ATTACHMENT, E.G., REQUEST FOR PROPOSAL, SPECIFICATIONS, INSTRUCTIONS AND PROPOSAL** [attached hereto as **ADDENDA A,B,C,D, & E** and incorporated herein by reference as if set forth in full]. In the event of an irreconcilable conflict, this agreement controls.
5. Payment for services covered by this Agreement shall be based on allowable fees and costs as set forth in **ADDENDA A**, attached hereto and incorporated herein by reference as if set forth in full, but in no event shall the total amount due for services exceed **BID AMOUNT** without the express written approval of District. Payment shall only be made for authorized services actually and satisfactorily provided. It is understood that District is not obligated to purchase any minimum amount of services from Provider.
6. Provider shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between District and Provider.
7. Provider holds itself out as an independent contractor. Provider: is a separate and independent enterprise from the District; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
8. This agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Provider will be an independent contractor and not the District’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers’ compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Provider and the District, and the District will not be liable for any obligation incurred by the Provider, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker’s compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is not entitled to receive any benefits from District or to participate in any District benefit plan.
9. Provider shall furnish the District with reports, at intervals and in such form as the District may require, of its activities pertaining to any matter covered by this Agreement.

10. Provider shall permit District or its designee(s) timely access to the Provider's records, as necessary to review Provider's compliance with this Agreement.
11. Provider retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
12. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the District.
13. Provider shall provide, perform and complete all services contemplated by this Agreement in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession. If the Provider utilizes a subcontractor for any aspect of the project completion, disclosure of the names and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of such project put forth to bid.
14. Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this Agreement.
15. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
16. Provider shall, in order to protect itself as well as the District, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Illinois and licensed by the Illinois Secretary of State.
 - *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Provider under this Agreement.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty-five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: As statutorily required by the State of Illinois.
 - *Manufacturers & Contractors Liability*: One million dollars (\$1,000,000)
 - *Other Insurance*. If and as required by the State of Illinois and deemed reasonable and adequate by the Rock Island County Forest Preserve District.

Provider shall furnish certificates of insurance to the District evidencing the risks insured against and the limits of liability there under.

District shall be named an additional insured or loss payee. Provider shall furnish District additional insured or loss payee endorsement(s).

Provider acknowledges that its indemnification liability to District is not limited by the limits of any insurance coverage.

17. Provider agrees that it shall protect, indemnify, and hold harmless the District and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Provider or the Provider's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. However, the provisions of this paragraph shall not apply to actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees caused solely by the District. The provisions of this paragraph shall survive and continue beyond the termination of this Agreement.
18. Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the District.

19. During the term of this Agreement the Provider shall comply with all applicable state and/or federal labor standards.
 - Provider shall comply with all applicable provisions of 820 ILCS 130 Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance, and retirement for those trades as covered in the Act. Prevailing Wage Information and the Illinois Department of Labor (www.illinois.gov/idol/Pages/default.aspx)
20. During the term of this Agreement the Provider shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
21. During the term of this Agreement Provider shall comply with all applicable affirmative action mandates and all applicable equal opportunity requirements. This includes the submission, if required, of the Provider's current approved civil rights compliance action plan.
22. Provider recognizes that it may have access to confidential or proprietary information. Provider agrees to keep such information confidential. This includes the Provider not using or disclosing any such information for any purpose not inextricably connected with this Agreement absent appropriate written consent.
23. Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 – 164) ("HIPAA").
24. Provider shall meet state and federal service standards and applicable state and federal licensure and certification requirements as expressed by state and federal regulations and rules applicable to the services covered by this Agreement. Provider shall provide duplicates of any current license or certification required to the District.
25. Provider represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the services covered by this Agreement. Provider shall immediately notify District if their status changes during this Agreement's term.
26. Provider shall avoid conflicts of interest. This includes the establishment of safeguards by Provider to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
27. Noncompliance with this Agreement may be considered cause for its immediate suspension or termination. Written notice, by the party suspending or terminating this Agreement, shall be provided as soon as is practicable to the other party. If the District terminates this Agreement for the Provider's breach, Provider may be liable for any additional costs District incurs for replacement services.
28. District may terminate this Agreement in whole or in part without penalty at any time due to non-appropriation of necessary funds by the Rock Island County Forest Preserve Commission.
29. Upon termination, for any reason, District's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.
30. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
31. The Provider agrees to abide by the Rock Island County Forest Preserve District payment procedure in which bills received prior to the 25th day of the month are processed and paid by check on approximately the 25th day of the next month. A Federal Employer Tax Identification Number or Social Security Number (for individuals) through the submission of a W-9 to the District. Provider shall comply with all applicable state and federal guidelines, laws, orders, regulations, and rules.

- Provider may submit invoices to the District monthly between December 2025 and April 2026 for up to 80% of the agreed upon lump sum fee for work satisfactorily completed. The Provider shall submit a single invoice for the remaining 20% of the agreed upon lump sum fee for work satisfactorily completed during November 1 and December 31, 2026 from the 2026 growing season.
- 32. Provider shall not assign this Agreement in whole or in part. Provider shall not assign any of its rights or obligations under this Agreement. Provider shall not assign any payment due or to become due under this Agreement.
- 33. This Agreement and the rights and obligation of District and Provider under this Agreement shall be interpreted according to the laws of the State of Illinois.
- 34. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Rock Island County, State of Illinois. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
- 35. District and Provider represents and warrants that it has carefully reviewed and fully understands this Agreement, including attachments and any matters incorporated by reference. This Agreement shall be binding upon and shall inure to the benefit of District and Provider and upon their respective and permitted successors and assigns.
- 36. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
- 37. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by District and Provider.
- 38. It is understood and agreed that this Purchase of Service Agreement, attachments, and any matters incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

PROVIDER:

Accepted and agreed this _____ day of _____, 2025.

NAME/TITLE

Duly authorized Signatory for _____

Federal Employer Identification Number _____

Accepted and agreed this _____ day of _____, 2025.

NAME/TITLE

ROCK ISLAND COUNTY FOREST PRESERVE DISTRICT:

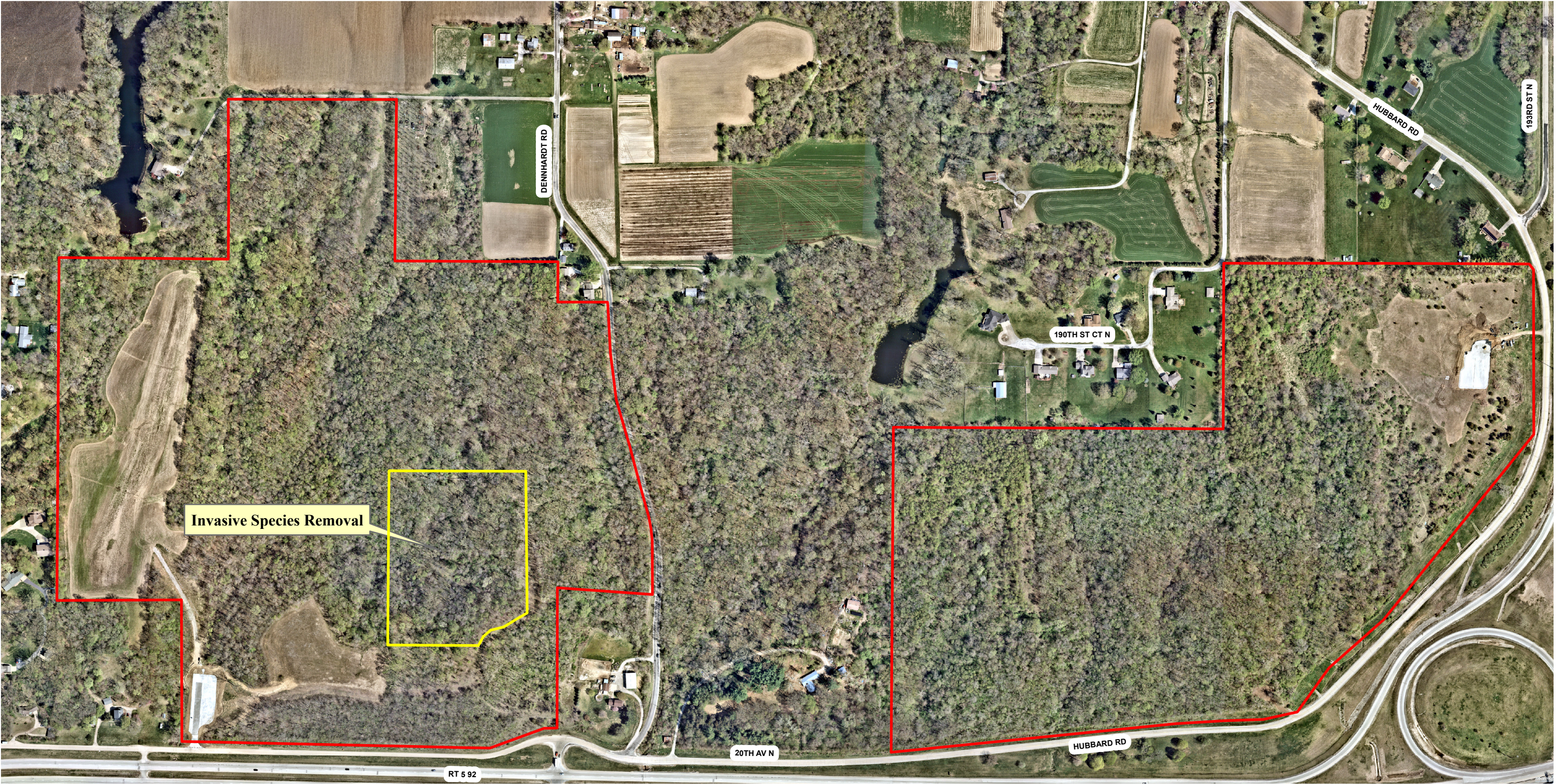
Accepted and agreed this _____ day of _____, 2025.

Kai Swanson,
Rock Island County Forest Preserve District.

Appendix A

Map of project site

Amôwa Forest Preserve



DISCLAIMER: Rock Island County assumes no liability as to the accuracy of any data displayed herein.
The data is NOT SURVEY GRADE and is intended solely for general reference purposes.
*2023 Aerial Photography

