



Legislation Text

File #: 22-020, Version: 1

ACTION REQUESTED:

Communication from the City Manager and Community Development Director with a Request for the Following:

- A. APPROVE a CONTRACT with BURNSIDE BROTHERS for the 2022 WEED AND LITTER CONTRACT; and
- B. APPROVE a CONTRACT with JIMAX LANDSCAPING for the 2022 WEED AND LITTER CONTRACT.

BACKGROUND: The Community Development Department is responsible for ensuring private property is maintained (grass, weeds, debris, litter, etc.) at a level determined by the City Council. If a property owner fails to maintain the property, the City hires a private contractor to complete the work at the expense of the owner. This contract is challenging for most small landscaping companies, as heavy-duty equipment for mowing difficult lots and removing heavy debris is often needed and removing debris or cutting grass on private property can lead to contentious incidents.

During the pre-bid meeting, emphasis was put on the quality of work being performed. As part of this contract, scrub trees will be eliminated from fence lines, litter will be cleaned up before mowing, and lots will be cleared to the alley line.

In 2021, the Community Development Department issued about 7,000 work orders on private property. The cost of work orders performed is the responsibility of the private property owner. The owner is billed for the cost of the work order plus an administrative fee. Unpaid invoices are placed as liens on the property and attached to the property tax bill the following year.

Three (3) complete proposals were received. The proposals were evaluated based on approach, experience, price, qualifications, and MBE/WBE participation. The proposals were scored by four staff members and the scoring totals are below.

Vendor	MAX SCORE	Jimax Corp	Steve Walton Construction	Burnside Brothers
Total	400	271	219	286

Burnside Brothers and Jimax Landscaping has been a contractor for multiple years with the Department. In the RFP and at the pre-bid meeting, the City indicated they would likely select multiple contractors. As Burnside had the highest score, they got to choose which area they preferred. Jimax, then selected an area and we split the remaining area based on workload and discussions with both contractors. After discussions with the contractors, Burnside Brothers will be assigned work orders issued on the Southside of Peoria and West Bluff area and Jimax Landscaping will be issued work orders for the rest of the City. Historically work orders on the Southside of Peoria constitute about 40 to 50% of the assigned work orders.

The contractors will serve as backups to each other. If either contractor falls behind and cannot complete work orders assigned to them within the five-day requirement of the contract, the Community Development Department may issue work orders to the backup contractor.



Weed and Litter Services

REQUEST FOR BID #02-22
DUE: DECEMBER 17, 2021 AT 2PM

PROPOSAL PREPARED FOR:
COMMUNITY DEVELOPMENT
CITY OF PEORIA, IL
419 FULTON ST, PEORIA, ILLINOIS 61602

PREPARED BY JIMAX LANDSCAPE LLC
| EST. 2007 |



**Request for Proposal
Weed and Litter
#02-22**

**Informational Meeting
Wednesday December 8,
2021 at 9:00 A.M.
Peoria City Hall
419 Fulton Room 110
Peoria, IL 61602**



CITY OF
PEORIA

**ISSUED BY
DIVISION OF PURCHASES
City of
PEORIA**

**Sealed proposals will be received at the
Office of
The Purchasing Manager
Room 108, City Hall,
419 Fulton Street, Peoria, Illinois until 2:00 P.M.**

**Friday, December 17, 2021
for furnishing the materials, or services
described herein.**

**PLEASE RETURN ENTIRE
DOCUMENT AS YOUR PROPOSAL.
See Instructions to Proposers**

SUBMITTED BY:

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INSTRUCTIONS TO PROPOSERS

Request for Proposal (RFP)(4/12/16)

ACCEPTANCE OF PROPOSALS - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within one **sixty (60) calendar days** from the date the responses are opened.

ADDITIONAL COPIES OF RFP - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department Purchasing Division.

RFP ENVELOPE IDENTIFICATION - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.

MAILING OF PROPOSALS— **One (1) original and Two (2) copies** of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

CLOSING TIME - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

SELECTION – The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFP. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

WITHDRAWAL OF PROPOSALS - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of sixty (60) calendar days from the RFQ opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

ALTERNATE RESPONSES - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The response must be accompanied by complete specifications of the items offered.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake

in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Manager. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City’s website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Government > Other Departments > Equal Opportunity > then select “Employer Report Form CC-1”. The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Manager
419 Fulton St.
Peoria, IL 61602
(309) 494-8530 Voice**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.

**Good Faith Efforts Requirements (projects exceeding \$50,000)
Minority/Women Business Enterprise(M/WBE) Utilization**

Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid.

Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all Proposers even if it is a “no response”.

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager... and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to

the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

Local Purchasing –

For purchases of \$10,000.00 or greater, if:

- (1) the lowest bidding local vendor is a responsible bidder; and
- (2) the lower-bidding responsible bidders are not local vendors; and
- (3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For

purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

Responsible bidder for public works construction contracts in excess of \$100,000

Responsible bidder for public works construction contracts in excess of \$100,000 is limited to a bidder who meets all the job specifications, the following criteria, and the responsible bidder agrees to comply with the following criteria:

- (1) All applicable laws prerequisite to doing business in the State of Illinois
- (2) Evidence of compliance with:
 - a. Federal Employer Tax Identification Number or Social Security Number (for individuals)
 - b. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No 11246 as amended by Executive Order No 11375 (known as the Equal Opportunity Employer provisions).
- (3) Certificates of Insurance indicating the following coverage: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability and professional liability insurance.
- (4) All provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization and retirement for those trades covered in the act.
- (5) ***Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the award of the contract for all bidders and subcontractors.***
- (6) Certified payrolls as specified in Illinois Public Act 94-0515 for all contractors and subcontractors.

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

CITY OF PEORIA, ILLINOIS SPECIFICATION NO. 02-22 FOR WEED AND LITTER REMOVAL

SCOPE OF WORK:

Contractor shall provide all labor, tools and equipment to cut weeds and grass and remove litter from various private and public-owned lots as assigned by the City of Peoria. The majority of work shall be privately owned lots. Work may also be done on public right-of-ways. The representatives of the Code Enforcement Division of the Community Development Department, herein referred to as Code Enforcement Division, must approve the performance on each assignment before payment will be authorized. The Community Development Department will be stressing quality of work completed along with the ability of the contractor to complete all work orders within the five day turn-around time and turn in to the Department for payment within ten days of issuance.

WORK ORDER:

The City will issue a work order on each job assignment describing the work to be performed. The contractor must have a designated representative who will be the only authorized person to pick up work orders. The contractor will not start work before receipt of an assigned work order. The contractor will be paid for each work order completed on an individual lot. **(A lot is defined as having one Peoria County tax identification number and specified in the official legal description, no other description is acceptable).** The contractor will not complete the work if it does not match the description on the work order. **The contractor shall take a color picture of the site before work is started and after work is completed, and attach the picture to the completed work order and return it to the City. The before photo for work orders that require cutting of tall grass, must have a weed stick showing the grass is above ten inches. In addition, the contractor must take before and after photos that mirror those of the photos attached to the work order. The Code Enforcement Division will provide the weed stick.** If the grass is not ten inches, the contractor will contact the Code Enforcement Inspector before proceeding to

ensure that grass is to be cut. The address, date, time and individual completing work shall be written on each picture. No payments will be issued unless both pictures are attached to the work order.

EQUIPMENT REQUIRED: Contractor will be required to furnish a truck, chain saw, commercial riding mower, hand mowers, access to a tractor with belly-mounted cutter, weed wacker, color digital camera with date and time stamp, and all necessary hand tools to satisfactorily perform the work. The City will inspect the proposer's equipment before making an award to make sure of availability and quality. The contractor will provide the Code Enforcement Division a business telephone number which will be answered between 8:00 A.M. and 5:00 P.M., Monday through Friday, and will be in ready contact, or know the whereabouts of the contractor and a telephone number and/or pager which will provide evening and weekend access to the contractor.

LANDFILL:

The contractor will dispose of the litter at an authorized EPA approved landfill or other approved methods (i.e. dumpsters). The contractor will pay for all dumping fees. The contractor may not use City of Peoria facilities for disposal. Tires will be disposed of in accordance with IEPA approved methods if disposed by the contractor. The contractors will make sure all tires are noted on the work order by the inspector. Verification of proper disposal will be required. If a discrepancy with the number of tires is found by the contractor on site, he or she must resolve with the inspector issuing the work order, before the tires are removed. A receipt must be presented with the quantity of tires on it, along with the address at the time of return of the work order. Any work order over \$250 automatically will require a dump receipt or receipt of disposal (for garbage, debris, yard waste and limbs) be attached to the work order for payment. The City of Peoria can request receipts of disposal for any work order at any time. Failure to be able to produce the receipts is ground for immediate cancellation of the contract.

CONTRACT PERIOD: Contract shall be valid from date of award to December 31st, 2023. The City may extend the contract for 1 year based on performance at the sole discretion of the City.

RESPONSE TIME AND LIQUIDATED DAMAGES:

- The contractor must contact the Code Enforcement office once a day to see if there are work orders.
- The contractor shall pick up the work orders within 24 hours from the Code Enforcement Division, unless otherwise specified as an emergency.
- **All work orders must be completed within five (5) days of issuance.**
- **All work orders must be returned for payment to the Code Enforcement office within ten (10) days from the receipt of the work order.**
- Vendor agrees timely billing is essential, if a work order is not completed and returned for payment within ten (10) days the City will have the option to terminate the contract.
- The City and contractor further agree that should work orders not be returned completed to the Code Enforcement office after ten (10) days from the date of receipt of the work order without just and valid reason, that the contractor shall pay the City liquidated damages in the amount of \$50.00 and the contractor shall not be compensated for the work order and may be reassigned to the secondary contractor. The liquidated damages will be deducted from the next scheduled payment.
- The City reserves the right to limit the number of work orders assigned to the contractor.
- If the contractor has 50 work orders in its possession that have not been turned into the City of Peoria and don't meet the time constraints identified above, the City can issue work orders to back up contractors. The contractor will make efforts to let the City know when they are behind for whatever reason. (Equipment failure, weather, staffing issues.)

COURT:

- **APPEARANCE:** The contractor and his or her employees that perform the work pursuant to this agreement shall be available to testify in court

about the work performed. Failure of the contractor or the employee to keep the scheduled court appearance will result in the contractor being assessed a \$25.00 no-show penalty that will be deducted from the next scheduled payment.

CONTRACT PRICE:

- The flat rate shall be for actual work performed.
- Billing shall not include any downtime due to equipment failure or other adverse conditions.
- The City will not be responsible for any damages or repairs to equipment caused in the performance of the contract.
- The contractor shall not do any damage to property or personal property and adjoining properties and will be responsible for repairs or replacement of any damage. Damage to other property or any criminal activity conducted by any employee of the contractor may result in immediate termination of the contract.
- If the contractor knowingly does damage he shall report it to the inspector on the workplace immediately.
- No payment of work orders shall be made until the damage is corrected.
- If a contractor turns in a duplicate work order for payment and is paid twice, the payment will be deducted from next check along with a \$20 processing fee.
- If the vendor loses the paperwork for a work order, the City will not be responsible payment to the contractor. This includes lacking proper photo validation of the work.

BILLING:

The billing shall be for actual work performed as specified in the work order. This shall not include any travel time to, or from, the job sites or to the landfill site. Color pictures of property with date and time stamp before and after work performed shall be presented with invoice.

METHODS OF PAYMENT: In order for the contractor to receive payment for work performed:

- Completed work orders may be turned into the Code Enforcement office at any time.

- When payment is requested an **itemized list** of completed work orders, along with the work order, will be delivered to Code Enforcement Front desk and the itemized list will be signed by staff for receipt. An itemized list will be made available upon the request of Code Enforcement Staff.
- Inspectors will authorize the work orders to be processed for payment by the support staff and forwarded to the Finance Department.
- The checks will then be delivered to the Code Enforcement Division as soon as processing time allows.

INDEMNIFICATION:

The contractor shall indemnify and holds harmless the City against any and all damages to property or injuries to, or death of, any person or persons, including property and employees or agents of the City, and shall defend, indemnify and holds harmless the City from any and all claims, demands, suite, actions or proceedings of any kind or nature, including workmen's compensation claims by anyone whomsoever, resulting from, or arising out of, the operations in connection herewith, including operations of subcontractors and acts or omissions or employee or agents of the contractor or his subcontractors.

INSURANCE:

The contractor shall procure and maintain at his or her own cost insurance coverage specified herein and in the special conditions which constitutes the minimum requirements and said requirements shall in no way lessen, or limit, the liability of the contractor under the terms of the contract. The contractor may procure and maintain, at his own expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the pursuit of work.

Contractor shall carry automobile liability and public liability insurance in the amount of \$1,000,000.00 combined single limit and a deductible of no more than \$500.00 Contractor shall include the City of Peoria on his insurance policy naming the City as additional insured. Certificate of Insurance shall be furnished prior to any work being performed under this contract. The contractor shall maintain all insurance throughout the contract. Failure to maintain insurance will be

cause for the City to suspend and/or cancel the contract. If a proposer does not have insurance coverage in force at the present time, the proposer will be required to furnish a letter from his insurance agent within five (5) days after the proposal opening that he can obtain the required coverage. All employees, including the owner who drives a vehicle while doing City work, will have the appropriate valid driver's license.

SUBCONTRACTOR:

If a subcontractor, or subcontractors, is used it is the responsibility of the contractor to make sure that the subcontractor has insurance as specified above and that the subcontractor performs in accordance with the contract. The contractor will notify the Code Enforcement Division when a subcontractor will be used and who it is. The City reserves the right to disapprove the subcontractor but will not unduly withhold approval.

AWARD:

Since the City has only an estimate and makes no guarantee of the number of work orders to be performed under this contract, the City in its opinion, will award the work to the proposer(s) that present the best overall cost and quality to the City of Peoria.

Evaluation Criteria

- **Approach to Project (20 Points)** – Describe your understanding of Project, Critical Elements and Goals. Describe in detail how you plan to staff your company to be able to make adjustments during the summer months to be able to get all work orders issues within five days and returned for payment within ten days. In addition, explain your commitment to the City of Peoria and improving quality of life in neighborhoods. Explain your capacity to how many work orders you will be able to complete within the timeframes listed above and demonstrate past ability to adjust staffing levels to handle additional work. Please explain other commitments and how priority will be given to ensure timelines are met.
- **Previous Experience (20 Points)** – Include detailed relevant experience of similar work for, with appropriate references.
- **Qualifications of Firm and Staff to be assigned (20 Points)** – Attach history of the Firm and proposed staffing levels.
- **Pricing (30 Points)** – Costs should be a fixed price with expenses plus an hourly rate for the additional services.

- **MBE/WBE Participation (10 Points)** – Describe your firm's efforts to achieve a diverse workforce. Including hiring employees who live in the City of Peoria specifically the neighborhoods where a majority of the work is being performed.

The City will review and analyze each proposal, and reserves the right to select the proposer(s) who offers the best value. The City shall select the contractor(s) which, in the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP. In addition, the City reserves the right to negotiate a different agreeable price and scope of work with the winning proposer(s) if applicable.

QUESTIONS

Question's should be submitted in writing (email acceptable) to address below. The City reserves the right to share questions and answers with all potential proposers.

Justin Danyus
Purchasing Manager
Peoria City Hall
419 Fulton Street, Suite 108
Peoria, IL 61602
Email: jdanyus@peoriagov.org

EMERGENCY:

An emergency is when a work order needs to be completed within two (2) hours after being assigned to the contractor or a back-up contractor will be assigned at the discretion of the City. The contractor will be notified, in person, of an emergency work order. If it is refused, the next contractor will be awarded the work. A premium rate plus \$20.00 will be paid for emergency work orders completed within two (2) hours. If a contractor does not complete a work order within 2 hours of notification, the work order may be issues to a back up contractor. Contractors are required to complete emergency work orders up until 5:00 PM on business days. If a contractor refuses an emergency work order or is not able to execute it in two hours, it will be considered a breach of the entire contract.

INFORMATION:

BASIC RATE: The basis rate included all of the areas identified below. Please pay specific attention to the requirements. All trimming of fence lines, curb lines, and alley lines are included in the basic rate.

- ALL VEGETATION WILL BE CUT TO A HEIGHT OF LESS THAN THREE (3) INCHES. All grass and weeds left at the property should not be taller than three inches.
- ALL LITTER WILL BE REMOVED FIRST. All loose litter is included in the basic rate and does not count towards the unit total.
- ALL SCRUB TREES LESS THAN THREE (3) INCHES IN DIAMETER WILL BE CUT AND REMOVED.
- **RAKING OF VEGETATED AREA may be required. A premium charge of \$25 will be assessed when raking is requested.**
- SWEEPING OF SIDEWALKS, STREETS AND OTHER AREAS AFFECTED BY THE CUTTING IS REQUIRED.
- **ANIMAL CARCASSES ARE INCLUDED AS LITTER.**
- **ALL FENCELINES WILL BE CUT. THIS INCLUDES TRIMMING ALONG STRUCTURES, SIGNS, FENCES AND OTHER OBJECTS.**
- **ALL ALLEYLINES WILL BE CUT.**
- Tires are required to be disposed of at the Public Works facility. The contractor will be paid a service and transportation fee of \$2.00 per tire.
- **A BASIC WORK ORDER INCLUDES UP TO two UNITS AS DEFINED BY ATTACHED CHART AT NO EXTRA COST.**

WORK ORDERS ABOVE Basic RATE:

A claim of litter or weeds above a basic rate by the contractor must be resolved with the Code Enforcement Inspector or his/her designee before the work is started. The Code Enforcement Officer or his/her designee makes the final determination.

When the amount of debris or weeds far exceeds the established premium rate, the City and contractor may negotiate a price. If this price exceeds what is acceptable to the Code

Enforcement Supervisor, the City reserves the right to bid these large jobs to other contractors that had presented proposals pertaining to the contract. The contractor agrees not to complete the work until an agreed upon price is established. If the contractor does the work and tries to charge the City without prior notification, the work order will be voided and the contractor will not be paid.

Award Process

- a. The contract will be awarded to the most responsible proposer(s) determined to be in the best interest of the City of Peoria, who meets or exceeds the criteria and provisions requested. The City of Peoria reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the City. The City reserves the right to renegotiate terms of this contract when it is in the best interest of the City of Peoria. The City of Peoria also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation appears not to be in a position to perform the contract.
- b. Proposals will be evaluated by The City of Peoria staff associated with this project. Review criteria and proposal scoring remains at the discretion of the City of Peoria staff.
- c. The City will review and analyze each proposal, and reserves the right to select the Vendor(s) who offers the best value. The City shall select the Vendor(s), which in the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP.

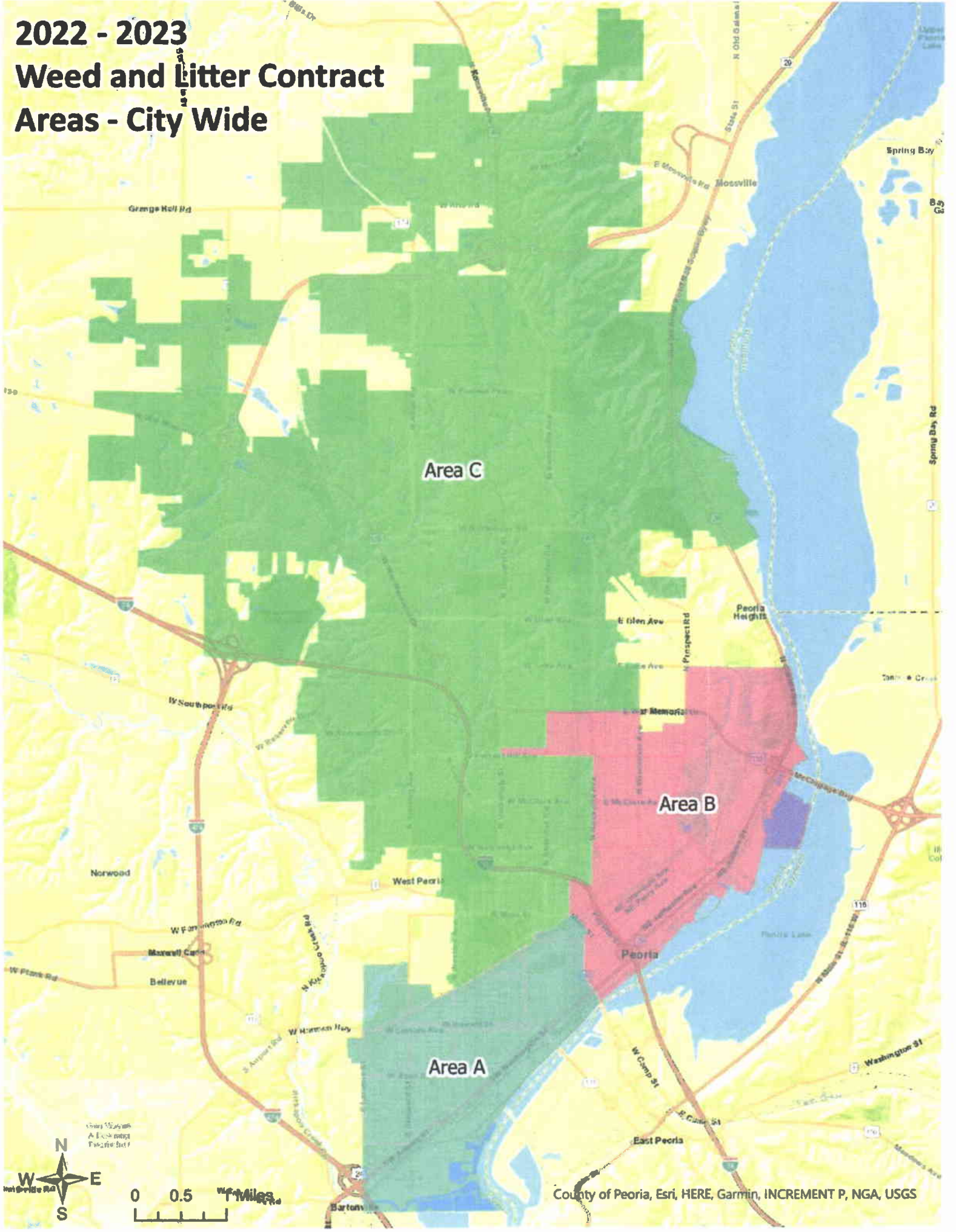
There may be more than one vendor awarded a contract.

Response Format to RFP

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment.

- a. Cover Letter
A letter of introduction, including the name and address of the Vendor submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor to all commitments made in the response.
- b. Approach to Project
Include detailed relevant experience of similar work, with appropriate references.
- c. Recent Experience
Include detailed relevant experience of similar work projects in the City of Peoria, or metropolitan area, with appropriate references. List time frame of project, budget and how project was coordinated.
- d. Qualifications of Firm and Staff to be Assigned
Attach history of the Firm and proposed staffing levels. Include firm capabilities relating to specifications above.
- e. Pricing – Complete attached pricing worksheets.
- f. MBE/WBE Participation
Describe your firm's efforts to achieve a diverse workforce.
- g. Complete copy of RFP including appropriate signatures.
Provide a copy of the RFP with **signatures** certifying understanding and compliance with the total proposal package.

2022 - 2023 Weed and Litter Contract Areas - City Wide



Weed and Litter Removal Proposal #02-22

Pricing Sheet

Area A: Basic Work Order (Includes 2 Units)
Lot (per tax I.D. Number): \$ 94.00

Area A: Additional Units – Please see attached chart.
Per Unit: \$ 15.00

Area B: Basic Work Order (Includes 2 Units)
Lot (per tax I.D. Number): \$ 94.00

Area B: Additional Units – Please see attached chart.
Per Unit: \$ 15.00

Area C: Basic Work Order (Includes 2 Units)
Lot (per tax I.D. Number): \$ 94.00

Area C: Additional Units – Please see attached chart.
Per Unit: \$ 15.00

MEASUREMENTS

Calculations for the Removal of Various Items

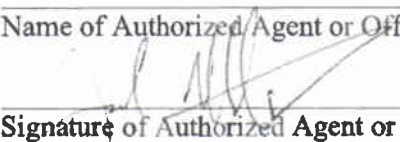
Furniture	1 Unit
Toilet	
Sink	
Mattress	
Box Spring	
Couch	
Loose Brush (6' x 6' x 3')	
Large Furniture	2 Units
Water Heater	
Air Conditioner	
Refrigerator	
Freezer	
Stove	
Washer	
Dryer	
Bathtub	
Refrigerator	\$75
Full Television	\$50

Other items not included on this list must be agreed upon by the Code Enforcement Inspector and contractor before work is completed.

**CITY OF PEORIA
PROPOSAL**

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

<u>JIMAX Landscape LLC</u>		#	<u>03104-220331</u>
Company		Peoria EEO Certificate of Compliance Number	
<u>3545 SW JIMAX Place</u>			
Address			
<u>Peoria</u>	<u>IL</u>	<u>61605</u>	<u>309-218-1918</u>
City	State	Zip	Daytime Telephone #
<u>309-273-4106</u>		<u>Jarrold Martis</u>	
After Hours Telephone #		Contact Person (Please print or type)	
<u>Jarrold Martis</u>		President	
Name of Authorized Agent or Officer		Title	
		<u>12/17/2021</u>	
Signature of Authorized Agent or Officer		Date	

MARK ENVELOPE: Proposal #02-22 Weed & Litter



Weed and Litter Services

- JIMAX LANDSCAPE LLC -

REQUEST FOR PROPOSAL: 02-22

CITY OF PEORIA, ILLINOIS

DECEMBER 17, 2021

HEREIN REFERRED TO AS JIMAX
JIMAX LANDSCAPE LLC- AN ILLINOIS LIMITED LIABILITY COMPANY
FEIN: 81-2957414
3545 SW JIMAX PLACE
PEORIA, ILLINOIS 61605

* JIMAX Landscape LLC Staff Assigned *

Jarrold Martis- *President*
Cell: 309-273-4106 Office: 309-218-1918
JIMAX.jmartis@gmail.com

Melissa Simanis- *Administrative Tech.*
Office 309-218-1918
JIMAX.MSimanis@gmail.com





COVER LETTER

JIMAX Corp is a family owned business located at 3545 JIMAX Way, Peoria, IL. 61605 in the City of Peoria. The JIMAX Companies were founded by James Kosner in Downers Grove IL in 2006, and we have been in business for 13 years this coming March. Jarrod Martis joined the JIMAX family in 2009 and the JIMAX Companies in 2014 after finishing at the University of Illinois in Mechanical Engineering. Jarrod Martis was promoted to President of JIMAX Landscape LLC in 2015 and has shareholder responsibility with both JIMAX Corp. (demolition) and JIMAX Landscape LLC (landscape). The JIMAX Companies have worked diligently since 2012 with various departments at the City of Peoria in Code Enforcement and Public Works completing both emergency and nonemergency work. JIMAX continues to grow through acquisition of strategic commercial accounts and developing relationships with other municipal and county governments throughout Illinois. We continually invest in new equipment, innovate our processes, and utilize the latest technologies to better serve our demolition customers through cost reduction, sustainability, and continuous improvement. JIMAX maintains a highly qualified workforce, with all requisite training and certifications. Safety training is emphasized at the beginning of each season with several days dedicated to review and implementation of safety procedures. Safety meetings are conducted weekly with our crews to reiterate these points. It is our requirement at JIMAX to hire and maintain a minimum 50% minority work force from the zip codes where we are working. **JIMAX is committed to creating and maintaining a Drug Free, Harassment Free workplace with a *Culture of Safety*, both for our workers and the community at large.**

JIMAX LANDSCAPE LLC has internally developed and implemented a comprehensive code enforcement software, effective Mar 2017, enabling a fully digital solution of the entire process from acceptance of work order through its completion and return to the City. This system has drastically reduced error rate, completion time, and data loss for both JIMAX and the City of Peoria, where department personnel have access free of charge. Data analysis and work order look up tools enable immediate review or dataset analysis of any work order or group of work orders since implementation. JIMAX believes the City realizes substantial value in the use of this tool themselves, as well as the ancillary benefits of greater contractor accountability and completion time. More discussion of the merits and benefits of this system will follow in Approach to Project, below.



Scope of Project

Our first, most critical objective at JIMAX is to realize the goal of Code Enforcement with an eye toward economic stability and viability, given the 17% decrease in home value of properties located within 150 feet of blighted properties. In one comprehensive land bank study, a blighted property will cost on average \$1,772 per property in increased police and fire services. Violence and gun related crimes are increased upwards of 23% per blighted property, leading to a cycle of blight and crime in stricken areas. Code enforcement remains an effective tool to combat these negative consequences of blight and crime and reduces its' further spread. To further achieve this goal, JIMAX management attends trade conferences, including the 2018 Reclaiming Vacant Properties Conference with Center for Community Progress, and on-going education keeps us on the forefront of code enforcement as a comprehensive blight reduction strategy, ultimately saving taxpayer dollars and providing overall increased quality of life.

Our secondary critical corporate objective for the next 2 years is to improve our sustainability footprint by diverting 65% of the code enforcement waste from the landfill to recycled material through sorting and grinding of wood wastes and composting of green waste. Sustainability of our neighborhoods, communities, and our environment are conjunct ends, and the future of our neediest areas cannot be secured without an eye towards reduced environmental footprint and robust diversion and recycling initiatives.

JIMAX further wishes to acknowledge the scope of work detailed in the Request for Proposal and give our confident assessment of our readiness to fulfill the goals and stipulations as outlined therein. We at JIMAX are more aware than ever of the scope of this work in its entirety, and the expectations that the Department of Code Enforcement places on contractors for quality and work load requirements. We have maintained this contract with the City of Peoria Code Enforcement since 2012 and are always working with the department for improvements in efficiency, quality, and timeliness. JIMAX helped define the expectation that the City of Peoria Community Development Department places on Code Enforcement contractors for quality and timeliness. JIMAX has maintained a continuous Code Enforcement contract with the City of Peoria Code Enforcement since 2012 without any unresolved complaints. We at JIMAX have a detailed understanding of the scope and processes of this City of Peoria Residential Code Enforcement Contract including the successful, productive interface with all departments: the City Legal Department, the Finance Department, the Police and Fire Departments, City Management, Community Development Department and Inspectors. JIMAX is continually reinvesting profits into maintaining existing equipment to its highest standards, as well as the purchase of more specialized and efficient equipment to better satisfy the needs of our customers, including the City of Peoria. Because of the JIMAX investment in equipment there is always equipment backup for mowers, excavators, track loaders, truck tractors and trailers. The City of Peoria will never be stuck with out of service equipment with a JIMAX contractor selection.

JIMAX has maintained a contract with the City of East Peoria Code Enforcement for 9. We maintain a resilient workforce, capable of meeting high demand in times of high work load. We understand as well as anyone the requirements of the City to maintain enforceable standards on privately owned parcels, and the logistical requirements bestowed on such a large undertaking of maintaining numerous neglected lots. Taxpayers expect a level of maintenance on neighboring properties, and to this end the City is indebted to them to enforce requirements on these properties, and when required to complete the work themselves. High standards and rapid response to those in violation of said standards is beneficial to all parties involved; including the residents of and the City itself. Meticulous and broad application of these same standards helps to increase property values of adjacent private and publicly owned lots, sparks economic development of neglected areas for wider tax bases, reduces violent crime, and negates further cost incurred by the City in future maintenance of these same areas. As has been proven, neglect in issuing or timely completion of work orders leads to rapid decay of the situation, inciting further neglect, illegal debris dumping, and affording criminal enterprises more operating room. In the past, vacant properties have been cited specifically as areas of high density of criminal activity, and work orders issued to open sight lines and maneuverability for City of Peoria Police. In speaking with Code Enforcement and Police officers, crime reduction in these areas is drastic and pronounced in direct relation to the issuance of these work orders and completion thereof. Finally, council members are obligated to their constituents to provide safe and effective solutions to properties in violation, and we maintain relationships with several council members to ensure their satisfaction, and by extension the satisfaction of the residents of the City of Peoria. In fact, the response from the citizens themselves has been one of sincere gratitude and appreciation of City's management of these properties.

JIMAX believes community involvement, investment, and improvement is the key focus and primary objective in all Community Development activity, especially that of governmental units. In this regard, JIMAX has created a corporate culture of strong community activism among all our employees. Our employees, including executive leadership, predominately reside in Peoria city limits in zip codes 61605, 61604, and 61603. We live, work, and play in Peoria full time



and are fully committed to the vitality and economic prosperity of our entire city and region, and to this end strive to invest in and employ from our own local neighborhoods. We have shown a commitment to our city and community with the purchase and investment in two buildings since 2015, both located in the city's hardest hit regions, solidifying our belief that the best approach to blight removal is investment and opportunity, whereby those activities are never required. JIMAX frequently participates in local events and committees, including Spring-Fall tire collection and disposal through its' leadership of the Tireless project, with JIMAX management and staffing with employee volunteers with a desire to contribute to their communities. JIMAX continues to provide support and partnership for our Peoria Police Department with the Joint Neighborhood Sweep Initiative headed by Sergeant Anthony Rummans. This program has numerous stakeholders, including Peoria Police, PDC, Animal Welfare, JIMAX, and community members. It provides for miscellaneous cleanup of debris, tires, brush, and animal wastes in collaboration with neighborhood associations and interested community stakeholders. We look forward to continuing to assist with Peoria Police expanded vision in 2022 and beyond. JIMAX continues to work with the East Bluff Neighborhood Housing Services, providing volunteer services for art installations, community gardens, and events for holidays, including an annual party and wagon ride for Halloween and a volunteer Santa for gift giving near Christmas. JIMAX regularly collaborates with other groups for art installations and beautification, including Big Picture initiative for their inaugural art festival on Adams and our future artists from Peoria Central in their beautification project for creative boarding on blighted properties on Howett, for which they received a mayoral proclamation. In addition, we volunteer at several community gardens and landscaped areas in the South end, Heart of Peoria, East Bluff, and the Near North in the spring to provide free tilling services, compost and mulch delivery, and planting assistance. In the same vein, JIMAX leadership serves on the board of Keep Peoria Beautiful, helping to facilitate the annual Great American Cleanup, and fully managing the Adopt-A-Box program which gives local businesses and individuals a stake in the success of green infrastructure planters in the burgeoning Warehouse District, helping rehabilitate this area from its industrial roots into a regional draw for shopping, dining, and living. This year long program involves scheduling and managing bed maintenance volunteers, a yearly plant survey and planting event, and yearly mulch and spring trimming event. It has been a resounding success in years past, and we look forward to continuing this positive projection well into the future. JIMAX also is a partner with Habitat for Humanity, providing free or reduced cost demolitions, landscape installation, grading, seeding, and general volunteer labor in the Greater Peoria area. JIMAX leadership is also an active member in neighborhood associations in our areas of residence and business. We and our employees honor the opportunity to give back to our own communities, and do so without regard to award or recognition, because we firmly believe it creates a positive and forward focused ideal for our communities and neighborhoods, giving a brighter outlook and a more positive living experience for all our Peoria citizens and neighbors, regardless of economic and social standing.

Approach to project

The request as outlined falls well within the scope of the professional and labor services offered by JIMAX to its' municipal and commercial customers. Our firm has managed large scale projects of a similar nature for the City of Peoria, as well as various other municipal entities, commercial customers, and non-profit organizations. Our field staff is well trained to accommodate the services as needed, and our emphasis on innovation and an ever greater knowledge base allows us to grow to meet the needs of our customers in an efficient and timely manner, ensuring the necessary skill set for awarded work. JIMAX particularly understands that the needs of this contract are heavily logistics based and is uniquely situated to the requirements of those logistical constraints. The front-end work of delivering manpower and equipment to the job site and completing the outlined requirements is difficult enough, but the larger undertaking of the back-end logistics is where JIMAX can excel to provide the most efficient and cost-effective solution to the Code Enforcement process stream.

For example, as noted above, we developed an in-house, fully digitized solution to the paperwork management, routing, picture processing, and tracking requirements of completing roughly 4000 discrete job assignments for this contract on a yearly basis. This system has allowed greater transparency to the City for overview of JIMAX timeliness, greater completion rate, and minimal if any lost or overlooked work orders. We believe that the efficiency gains inherent in such a system have enabled much greater timeliness and accuracy in issuance and return of work orders to the city, as well as allowing better data tracking and reducing inspector work load in the field and office. For example, in 2020 JIMAX has an average turn around completion time of 2.1 days, before being adjusted for jobs that require time delays, such as warrants or bid work. The median completion timeline for 2020 is 1.76 days. Proving the efficiency of processing of this system, our average time to completion until return to the City in 2020 was 0.8 days, far exceeding the requirements outlined in the RFP. JIMAX understands the time constraint placed on completion and return, which enables far more efficient utilization of City staff and resources, as well as prevents some compliance issues from arising in the first place. Our server is fully secure and runs in duplicate to prevent loss of any data or pictures, allowing our governmental customers unlimited access to past data



for proceedings in court or metric and goal analysis. Furthermore, all billing and tracking is handled on the digital side, allowing a greater than 99% accuracy in billing summation and payment correlation. The City itself realizes many of the same benefits as JIMAX with its use of the system, acting as a complete data repository and reference material for inspectors and management alike.

As a continued example of the ability to provide these services, JIMAX operates at a high level in the field of waste stream management, providing a safe, clean, and sustainable path for both debris and brush material. All debris is removed from the City, to its landfill, with daily scale tickets to this effect. Brush and landscape waste are removed from the City to internal JIMAX diversion, processing the material into products for mulch and energy production and donated back to the City. This same material is used in City landscaped areas to beautify and protect from weedy plant growth at no material cost to the City, as well as donated to neighborhood and nonprofit groups for community gardens and landscaping. We firmly believe that no other interested parties have the equipment and logistics management to legally and safely dispose of the material generated from these activities at a rate that can match the issuance of work orders by the City, to say nothing of the manpower and equipment required to complete the work orders as issued in a timely fashion. JIMAX Landscape has substantial overlap in scope with our sister company, JIMAX Corporation, allowing economies of scale and access to large construction equipment not usually available to contractors engaging in Code Enforcement work.

JIMAX employs roughly 28 full time employees, with an increase in peak months to upwards of 39. Specifically, for this proposal, JIMAX will specify a crew size of 2, with 5 dedicated 2-person crews. This amount can be scaled as needed in the summer months to supply the necessary labor force for timely completion. JIMAX has equipment available to dedicate to this contract to complete all work orders as assigned. This proposal also leans somewhat to the professional services side, and thus will require additional oversight from top management and office personnel. JIMAX employs an executive team of 4, with 1 dedicated to data management and workflow logistics. This proposal will require office time, and a substantial commitment from higher level field management. However, our men in the field are well trained on using their skills and knowledge to proceed with a best solution.

References

City of Rockford Code Enforcement

City of East Peoria Code Enforcement

Mark Pinquard	Robert Cole
Lead Inspector	Director
(309) 397-0635	(309) 397-0692

City of Peoria Public Works

Sie Maroon
Streets Department Supervisor
smaroon@peoriagov.org

Recent Experience

JIMAX has been involved in numerous related and tangentially related projects. Our focus remains heavily geared toward our municipal and commercial customers, and we continually strive to improve process, efficiency, and knowledge base aspects to better serve these customers. JIMAX has maintained City of Peoria Code Enforcement since 2012, and City of East Peoria Code Enforcement since 2013. JIMAX has also maintained 24 hr a day response capability for the City of Peoria and East Peoria for these same time periods, and has serviced these requirements with a less than 1 hr response time. The City of East Peoria workload is roughly 30 mowing work orders a week in the heart of the grass growing season. The City of Peoria Code Enforcement contract has now been conducted in its majority by JIMAX since the autumn of 2013. Policy in 2022 is work orders completed in less than 5 days and returned in 6 days. JIMAX now employs full time office staff at our South Peoria office location to conduct work order efficiency routing, database work order tracking, picture storage and correlation, and filing duties. Company leadership oversees crew leadership and responds to quality and timeliness concerns as needed. Included in this proposal are dedicated crews and equipment, with an additional 2 crews added over previous years to cope with more stringent timeliness and work load, including reduction in severely overgrown lots.



Qualifications of Firm and Staff, Including Equipment Inventory and Database Samples

Section 1- Staff/Crews

JIMAX staff is sophisticated, with 6 Sigma black belt business management and cost control, mechanical and electrical engineering, and construction management background and education. We are competent and comfortable with varied reporting requirements, including State and Federal reporting. Our completion and reporting software, developed internally by JIMAX, correlates data and stores pictures and information from our field crews to ensure accurate and complete records for government agencies as required. In addition, our payroll and tax reporting are professionally handled by a local Certified Public Accountant firm, providing precise and complete payroll reporting for compliance with various regulations as pertains to this contract.

JIMAX has been working diligently to further train crew leaders so that we may run more crews and hire workers from Peoria as needed in the heavy work load months. We now will have the capacity to run 5 fully dedicated crews on this work, with the option of expanding further if the situation should dictate in the coming months. In addition, JIMAX has moved a long time crew lead to a field foreman and supervisory role, insuring accuracy and quality of completed work and assisting crews as required. Below is listed the crew chiefs and secondary workers, with special notes as needed in their respective sections and generic temporary hire slots for placement in early summer. All crew chiefs are fully trained in safety and quality expectations, have been employed for at a minimum 3 years, and have worked on Peoria Code Enforcement a minimum of 2 years. Office staff is trained on our internal software, the City of Peoria filing mechanisms, picture logging and storage, and prompt response to emergency work. JIMAX maintains two full time mechanics for minimal downtime of equipment and vehicles. Both are available 24 hrs a day for rapid response. JIMAX employs 3 qualified commercial pesticide applicators for herbicide application as needed and assigned.

Section 2- Fall and Winter Crew Availability

Crew 1

City Pickup 1, City Dump Truck 1, Flatbed Trailer (qty 2), Commercial Cutting Equipment

Crew 2

City Pickup 2, City Dump Truck 2, Flatbed Trailer (qty 2), Commercial Cutting Equipment

Concerning the crew equipment inventory above, it is a rough overview for illustration purposes. A full equipment inventory list is forthcoming. All crews are stocked with commercial powered hand equipment, including blowers, string trimmers, chainsaws, and others as a matter of course. This includes the necessary support equipment as well.

Section 3: Hiring Policy/MBE/WBE Participation

JIMAX Corp is committed to the South Peoria Community with its locations at 3545 SW JIMAX Place and 2000 Clark ST in the Eagles View enterprise zone in South Peoria. JIMAX employs 60% minority South Peoria employees from all backgrounds on all City of Peoria Code enforcement. Transportation is also provided for South Peoria employees to work in Galesburg, Rock Island, Rockford, and East Peoria. At JIMAX, we seek to hire a diverse and inclusive work force from the broad range of neighborhoods that demolition orders are issued in. We believe that not only does employment for local citizens increase the overall wealth and wellbeing of the community, but that by hiring from more blighted areas we can help to re-instill the pride in these areas that helped to make these areas such a great community in which to live and work. JIMAX starts all workers above the State of Illinois living wage guidelines to ensure a quality work force and economic spending power in the Peoria Area. JIMAX is committed to a drug free workforce, both for our core workers and temporary employment workers, as this helps to ensure safety of workers and citizens alike and promotes healthy communities. Our policy is included as an addendum.

JIMAX maintains a workplace free from sexual harassment. Our JIMAX Sexual Harassment Policy is also approved by the State of Illinois. All new employees read, understand, and sign the JIMAX Drug Free Workplace Policy, the JIMAX Sexual Harassment Policy and the JIMAX Work Safe Policy.



Minority Male Residents in South Peoria and East Bluff
Minority Single Female Residents in South Peoria and East Bluff
Disabled American Veterans
Urban League Felony Offenders

JIMAX works continuously improving the South Peoria and the East Bluff neighborhoods supporting the following community initiatives:

- 1) Provide Install Labor for hand painted board up artwork from Peoria High students on houses up for demolition.
- 2) Provide Labor and Equipment to Install the art boards (2) on SW Adams, and the Abe Lincoln on Jefferson.
- 3) Provide JIMAX equipment for the drive through barriers at the City of Peoria July 4 celebration.
- 4) Provide construction labor and knowledge to construct the greenhouse for community gardens in South Peoria.
- 5) Donate demolition and landscape work to Habitat for Humanity Peoria.
- 6) Invest in and provide technical guidance (equipment selection) for East Bluff nonprofit Lawn and Order.
- 7) Donate money and labor for the nonprofit Paws Giving Independence. Service dogs for Veterans.
- 8) Operate and Haul Tires for the Peoria Tireless Project.
- 9) Contribute trucks and labor to the Great America Clean UP 2 times per year
- 10) On the board of directors and volunteer Landscape Services for the 2018 Make Peoria Beautiful Again
- 11) Officiate Flag Football for no cost for the 2018 State of Illinois Special Olympics State Championship.
- 12) Provide tractor, attachments and labor for springtime plow and disc for the 2016-2018 Peoria Community Gardens.
- 13) Provide tractor, wagon and labor for the East Bluff 2018 Halloween Party hayride.

Section 4: Equipment and Vehicle Inventory, with Insurance Policies

Equipment is listed itemized in spreadsheet format. This list includes such equipment as commercial cutting equipment, commercial powered hand tool equipment, tractors, and miscellaneous powered tools as needed. Trucks, including pickups, dump trucks, and Class 8 trucks are included in a separate section on the above spreadsheet. Capital investment in 2021 includes 2 2021 cab chassis flatbed and dump truck, as well as 6 high production mowers. All equipment is maintained on schedule and repaired as needed before the beginning of each season. As mentioned above, full time mechanics oversee repairs and regular maintenance to ensure machinery is operating as designed with minimal downtime. Spreadsheet is added following this section for review. All equipment is available for review at the discretion of the City of Peoria at our location in Peoria with appropriate prior notification.

JIMAX has the attached list as of 1/23/2020 for assets valued at \$4,463,500 and a replacement value of \$6,755,030.

Peoria Real Estate \$300000

3545 JIMAX Way Peoria IL 61605

2000 Clark ST, Peoria IL 61607

2008 Clark ST, Peoria IL 61607

Trucks Chassis Cab Class 6 \$475,000

Trucks Vocational Class 7 \$64,300

Truck Tractor Class 8 \$320,000

Trailers Class 8 \$790,000

Trailers Class 6 \$87,700

Snow Removal Equipment \$176,000

Mowing Equipment \$115,000

CAT Construction Equipment \$1,230,000

Construction Attachments \$230,000

Section 5: Data and Photographic Evidence Management and Accountancy

We at JIMAX are aware of the issues that have arisen in the past concerning work order filing times and accountancy, including photo management. We have instituted new policies in this area to decrease our turnover time for City filing requirements and have developed adequate and secure photo storage capabilities as well as commercial color printing capability. To this end, paperwork and photographs are managed by full time office staff on an internally maintained and



developed database and standalone system. The database includes all City of Peoria filing metrics, as well as those we see fit to monitor. Included in this database is direct links to a separately maintained photograph file server, allowing us to track work order pictures and reproduce them as needed by the City or ourselves. The efficiency and effectiveness of this new system has already made itself apparent in the filing of the City Work Orders. Work orders are added to our system as they are received from the City, routed for completion by office staff, completed by crews in Peoria, returned to the City. Also added to this system are the photographs of the work orders started and completed. Upon receipt of Finance paperwork, the database is again updated to reflect the payments made and verified against work orders to eliminate billing discrepancies. This database is fully queried, meaning any of the included fields can be searched against any of the other fields. As an example, JIMAX office staff could query the system to return a discrete list of work orders received (by JIMAX) versus work orders completed and returned to Code Enforcement, giving an immediate and complete overview of outstanding work orders and the issuance dates and expected completion dates. This kind of database enables rapid and comprehensive management and record verification. We believe this system to be a complete solution, along with our office staff, of efficiently monitoring our operations for City of Peoria Code Enforcement. It is a massive improvement over the paperwork based solution previously employed, and is updated daily for accuracy. JIMAX has voiced concerns to the City in the past of the inherent inefficiencies of a paper based system in a computer based world. The City had responded they lack the personnel to implement and develop a system which could improve upon the system in place, and JIMAX has taken it upon ourselves to prove the efficacy of such a solution, bringing on board the necessary manpower to complete our vision of how the filing should be managed. Included in this proposal is a sample of the database and the worksheet currently employed by JIMAX. Also included is an overview of the system currently being developed in Peoria to further increase accuracy and efficiency. The samples of the database contain protected information, including work order numbers, private addresses, and billing information, and as such are considered confidential information between JIMAX and the City of Peoria inclusive. We believe the database to be readily understood by personnel who are already familiar with the City's own internal filing mechanisms, as it was designed to parallel that same system, but any questions may be directed by email to our for any explanations the City deems necessary. All that being said, the database was designed to be an expandable entity, and we welcome any improvements and additions to further benefit the effectiveness of the Code Enforcement Division and JIMAX.

Section 6: Emergency Contacts for Code Enforcement

Josh Rynearson, Work Order Director
Available 24 hours a day
(309) 231-4570
rynearsonjosh@gmail.com

Jarrold Martis, President
Available 24 hours a day
309-273-4106
jimax.jmartis@gmail.com

Pricing Strategy

JIMAX is employing an open book strategy with regards to pricing of this proposal for 2022. To this end, our costs incurred are reflected in the included amendments. Please note here that no risk premium is assessed against the City, as we believe our collected data is enough to propose an accurate fixed price contract strategy. In regard to the pricing, JIMAX is proposing an increase in the basic work order charge, however much of the increase is offset by the decrease in unit pricing. Across all YTD 2020 work orders, average cost of standard work orders is \$71.55, when accounting for non billable work orders, including DBO. For the proposed pricing change, average work order cost raises to \$73.52. When removing non billables from consideration, average 2020 work order cost is \$97.10, and will increase to \$98.02. Total year over year budget expenditure for standard work orders will increase by just under \$22,000. However, the increase will be more than offset by increased labor and fuel prices, which represent a 24% increase in gross work order cost incurred by JIMAX. Insurance and fringe benefits are also substantially increased, with a 45% YoY increase in healthcare premiums alone from 2019-2020 cost. I have attached the costing data below, which represents a 6% margin on billable work orders, though this analysis underrepresents the actual incurred DBO cost, which has a true price of around \$16, as indicated by the above analysis comparing all work orders to billable work orders only. Also as indicated in the below analysis, and represented in



the main proposal, JIMAX believes in paying equitably for all its' employees, regardless of background, history, or ethnicity; and we believe the proposed wages would be above average for the field in the Peoria area, which we believe promotes a positive outcome in the communities from which we higher, and leads to positive outcomes for ourselves and the City as it relates to presentation and performance of this contract. In comparison with the previous contract, labor, fuel, insurance, and support staff represent the largest cost increases. Tooling, equipment, vehicles, DBO, consumables were held constant, despite their increasing cost, and the analysis also does not account for any material removal costing whatsoever. JIMAX believes with our accrued data, representing costing and crew productivities across 4 years and almost 15000 work orders, is the largest and most robust data set available for such analysis, possibly in the US among midsize municipalities.

PRO FORMA per day	units		per day	per wo					
REVENUE		10		\$940.00	\$94.00	life	days		
EXPENSES									
salary fringes insurance	units								
foreman		10	17 hr	\$170.00	\$17.00				
laborer		10	14 hr	\$140.00	\$15.00				
fringe foreman		10	6.12 hr	\$61.20	\$6.12				
fringe laborer		10	5.04 hr	\$50.40	\$5.04	per yr	work orders		
workmans comp				\$114.29	\$11.43	40000	3500		
liability		above					62000		
automobile		above							
assets						years	days/yr	life days	
mower			16000	\$32.00	\$3.20	3 yrs	260	500	
trailer			6400	\$8.21	\$0.82	3 yrs	260	780	
truck F350			42000	\$32.31	\$3.23	5 yrs	260	1300	
stihl hand tools	units	cost each				months	days/mon	life days	
blowers	2	550	1100	\$4.40	\$0.44	10	25	250	
weed wackers	2	250	500	\$3.33	\$0.33	6	25	150	
chain saw	1	450	450	\$3.00	\$0.30	6	25	150	
debrls removal						cost	yds per wl	work orde	
garbage				\$0.00	\$0.00		380	28	200
brush				\$0.00	\$0.00		750	20	300
tires				\$0.00	\$0.00				
fuel	gal	gal ea							
fuel truck	14	3.85		\$53.90	\$5.39				
fuel mowers	5	3.85		\$19.25	\$1.93				
adminstrative expenses	units	cost				costs	work orders		
salary				\$128.57	\$8.57	30000	3500		
pictures	8	0.23		\$27.60	\$1.84				
software				\$41.67	\$2.78	25000	9000		
dbo				\$9.00	\$3.60	12600	3500		
consumables				\$12.50	\$1.25				
TOTAL				\$911.62	\$88.27				
GROSS PROFIT				\$28.38	\$5.73				
GROSS PROFIT %				3.02%	6.10%				



Per Work Order	Cost
labor	\$32.00
tax & fringe	\$11.16
insurances	\$11.43
mower	\$3.20
truck & trailer	\$4.05
debris removal	\$-
hand tools	\$1.07
adminstration	\$13.19
fuel	\$7.32
dbo	\$3.60
consumables	\$1.25
profit	\$5.30
	\$88.27

JIMAX COMMUNITY PROJECTS



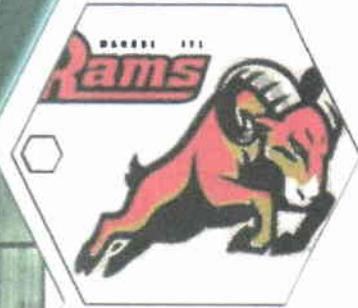
The Tireless Project

Monthly tire collection event created to promote a cleaner, bright free city. Under JIMAX's leadership, over 19,000 tires were collected over 5 years.



Manual Rams JFL

JIMAX is a proud sponsor of the RAMS JFL. Their mission is to provide a safe and fun environment for children to participate in Football & Cheerleading. Jerry Kosner actively referees the games.



Paws Giving Independence

The objective of PGI is to train service dogs to assist people with a variety of different disabilities while providing support to encourage independence.



Build Peoria

JIMAX has pledged maintenance services for the Build Peoria POTENT Gratitude Park that will be constructed across from Proctor Recreation Center in District One.



Friendship House Peoria

JIMAX supports The Friendship House during many of their events and through acts of volunteering.



East Bluff Neighborhood Housing Services, Inc. JIMAX performs various grading and other services for EBNHS.

Keep Peoria Beautiful
The JIMAX team often volunteers around town with various projects and James Kosner & Jarrod Martis are also on the board of directors.

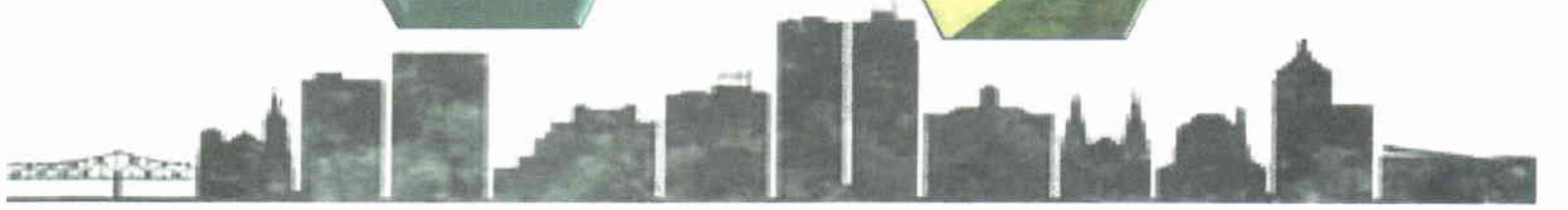


Peoria Historical Society
The historical Society's mission is to preserve, share and celebrate the stories of the Peoria Area. James and Jarrod are both on the Board of Trustees

Ronald McDonald House Peoria
RMHC programs help alleviate some financial burdens for families with sick children. JIMAX partners with our local chapter and we recently helped replace all the mulch surrounding the building, keeping it a beautiful place for families that stay here while their child is receiving care at the OSF Children's Hospital

Maggie Bertram Foundation for the Fine Arts Tailgate N' Party Sponsor
The Maggie Bertram Foundation for the Fine Arts' mission is to support, through grants and scholarships, Fine Arts education for children pre-K through 12th grade.

Habitat for Humanity Peoria
JIMAX works closely with Habitat for Humanity of Peoria with various in-kind services, including grading, mowing, and snow removal.



WCBU | By [Joe Deacon](#)

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JIMAX

JIMAX Group and the City of Peoria have agreed to a 10-year lease for a mulch production and recycling "sustainability center" at the corner of Clark and Darst in South Peoria.

WCBU is community powered. It's the Fall Fund Drive and your financial support at WCBU.org is the power we rely on to keep your favorite NPR programs on the air and your newsroom local. Join the community that powers WCBU with a contribution.

JIMAX Group will turn a five-acre parcel in South Peoria into what it's calling a "sustainability center" for mulch production and other material recycling.

The Peoria City Council this week unanimously approved a 10-year lease agreement with JIMAX on the city-owned property at the corner of Darst and Clark streets.

"We're looking to do wood waste recycling and then in the intermediate-to-long term, do tire recycling here locally," said JIMAX partner Jarrod Martis. "Initially, we're looking for

some internal diversion of our own material on the construction debris side. We're also looking for outlets for wood waste locally, both for the city and ourselves.

"Additionally, again in the near term to intermediate term, we'll be looking at possibly selling that product into the residential and commercial markets, in addition to possibly taking in material – but that's probably going to be a few years out."

JIMAX will pay annual rent of \$3,100 over the course of the lease and make site improvements that are expected to raise the property's value from \$40,000 to \$130,000. The site improvements include drainage upgrades and demolishing some buildings on the property.

Peoria Public Works Director Rick Powers said the agreement turns the land into an investment opportunity for the city.

"The site itself right now is in somewhat of disrepair, so what they had proposed to us was a lease with in-time services. So they are going to mulch all of our daily mulch products for nothing, over the course of the lease," said Powers.

"If you think about it from a city perspective, we're taking a blighted piece of property and they're going to remove the buildings, basically at their cost in lieu of rent – even though they're going to pay us a minimal amount annual rent. The bigger point is they're going to make a \$400,000-plus in the parcel and increase its estimated value. So that's really a co-benefit for the city and them as a business."

Martis said some of the buildings they plan to tear down have been there for at least 70 years.

"Some of them are not structurally sound, some are just in the way, and we will be repurposing a few just for low-key type storage," said Martis. "It's a cost diversion for the city; they they're saving on both sides. So we're hoping to use that partnership to save money for the community and the taxpayer."

Martis said the long-range goal of bringing tire recycling to the sustainability center would eliminate their logistical issues with the current closest tire recycling operations located in Chicago and Davenport, Iowa.

"That's been a challenge, because there's only a few companies that do that in the state, and of course, the need is increasing every year," he said.

[Joe Deacon](#)

Contact Joe at jdeacon@ilstu.edu.

[See stories by Joe Deacon](#)