



SUBMITTED BY:

Law'n Order
CONTRACTOR'S NAME

1825 N. New York
CONTRACTOR'S ADDRESS

Peoria, IL 61603
CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

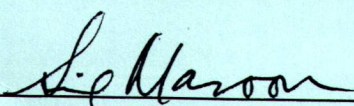
SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR

VACANT LOT MOWING – Route(s) #7, #8, #9, #10, #11

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

RFP Responses Due: Monday, March 9, 2020 at 10:00 AM
AWARDED by CITY COUNCIL: April 21, 2020 Item #20-086



Sie Maroon, Superintendent of Operations

copy

CITY OF PEORIA
NOTICE OF REQUEST FOR PROPOSALS:

VACANT LOT MOWING

Multiple Locations

PEORIA, ILLINOIS

STATEMENTS DUE: 10:00 AM MONDAY, MARCH 9, 2020

The City of Peoria is requesting Proposals from lawn care professionals to mow and trim vacant publicly-owned lots. The City of Peoria's Public Works Department will accept sealed Proposals submitted to the Office of the Superintendent of Operations, 3505 North Dries Lane, Peoria, Illinois, 61604 until **10:00 a.m. Monday, MARCH 9, 2020** for establishing a contract with a qualified team.

A Pre-Bid meeting will be held on Monday, March 2, 2020 at 10:00 AM at Peoria City Hall, 419 Fulton Street, Room #404, Peoria, IL 61602.

Time is of the essence and any Proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Teams are responsible for ensuring that the PW/Operations Administrative Assistant receives their proposals before the deadline indicated. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Teams should submit **five (5) hard copies** of a sealed Proposal.

1.0 INSTRUCTIONS TO PROPOSERS

1.1 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 non-material 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 sixty (60) calendar days from the date the responses are opened.

1.2 ADDITIONAL COPIES OF RFP

Additional copies of the RFP are available on the City's website: www.peoriagov.org

1.3 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 should also indicate "**VACANT LOT MOWING PROPOSAL, CITY OF PEORIA. Request #10-20**" in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE.

1.4 MAILING OF PROPOSALS

One (1) original and four (4) copies of all responses are to be mailed or delivered to the City of Peoria Public Works Department, Attention: Superintendent of Operations, 3505 N Dries Lane, Peoria, Illinois, 61604. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means.

1.5 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.

1.6 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 Proposer shall withdraw his/her Response for a period of sixty (60) calendar days after the RFP 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 will be returned unopened to the Proposer.

1.7 ALTERNATE RESPONSES

The RFP describes the service and level of experience/expertise, which the City deems 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.

1.8 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 a 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, past performance (if applicable) and the delivery terms will all be taken into consideration in making the award.

1.9 COSTS

Unit costs must be clearly identified for each route 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/her authorized representative.

1.10 SIGNATURES

Each Proposal must be signed by the Proposer with his/her 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 the person authorized to bind it on the matter. All signatures must be in ink.

By signing and submitting the response to this document, the Proposer/Vendor/Contractor/Consultant is certifying he/she has not been barred from bidding by Federal, State or Local governments nor has been suspended or debarred from receiving federal funding.

1.11 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.

1.12 SAMPLES

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

1.13 RESPONSES

A response is requested of all Proposers on all routes on the pricing sheet, even if it is a "no response" on routes for which the Proposer does not want to be considered.

1.14 PROPOSAL PROCESS

This process does not obligate the City to award a contract, or pay any cost incurred by Proposers/Contractors responding to this RFP. The City reserves the right to accept or reject any or all responses. All information submitted in response to this RFP will become the property of the City.

Please be aware that it is the City's policy to not compensate a Proposer for any time or expenses incurred during the selection and negotiation processes.

1.15 EEO

To be awarded a contract, all Suppliers/Vendors/Contractors to the City of Peoria 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 or 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 Office. Please note that the Certificate of Compliance is valid for one year and must be renewed annually. The form may be downloaded from the City's website (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal." The forms can also be obtained by writing or calling:

City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY

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 Suppliers/Vendors/Contractors are encouraged to obtain Equal Employment Opportunity Certification, they do not need an Equal Opportunity Certification to respond to a submittal. The EEO Certification Number is only required prior to the award of the contract.

EEO CERTIFICATION* (Check one):

We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

Presently, we have the Employer Report Form (Form CC-1) on file with the

City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: 03466-200630

**Please note there is a \$50.00 processing fee for both new and renewal certification requests.*

1.16 GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000)

➤ **Minority/Women Business Enterprise (M/WBE) Utilization**

Proposers 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. For details on what records are required, see **M/WBE Participation Requirements for Good-Faith Efforts, Section III**

➤ **Compliance Reporting Minority/Female Worker Utilization**

The Vendor/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 Vendor/Contractor and subcontractors must register at www.eprismsoft.com. Use the help page, which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

1.17 PREVAILING WAGES

Work under this contract is not subject to the provisions of The Prevailing Wage Act, 820 ILCS 130/0.01.

2.0 CONTRACT TERMS

2.1 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.

2.2 CITY'S AGENT

The City of Peoria's Public Works Superintendent of Operations or his/her designee shall represent and act for the City in all matters pertaining to the RFP and contracts in conjunction thereto.

2.3 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.

2.4 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. as amended and the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

2.5 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.

2.6 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.

2.7 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 Contractor's 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.

2.8 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.

2.9 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 or 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.

2.10 PERMITS AND LICENSES

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

2.11 INSURANCE

The successful Proposer shall obtain, at its own expense, all necessary and current 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 said 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, whether 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.

2.12 PRECEDENCE

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

2.13 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.

2.14 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.

2.15 EMPLOYEE EMPLOYMENT RESTRICTIONS

The Contractor/Vendor (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) USD.

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

2.16 CONTRACT TERMS AND CONTRACT

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

3.0 PROJECT DESCRIPTION

The City of Peoria is committed to maintaining the publicly-owned vacant lots to the City of Peoria requirements. The City understands that it is essential to maintain lots that are mowed and trimmed to maintain the beauty of the neighborhood. The City of Peoria is responsible for lawn mowing and trimming on approximately 900 publicly-owned vacant lots maintained by the City. City staff is looking for Contractors to provide these services.

Contractor shall provide all labor, tools, and equipment to mow, trim, and remove litter from publicly-owned lots within a designated route as assigned by the City of Peoria. Most of the work shall be performed on the publicly-owned vacant lots, but work will also be performed on the public right-of-ways (including alleys) adjacent to the lot.

4.0 ROUTES

The City is requesting proposals on thirteen (13) mowing routes. [Maps and/or Lists for route information will be available at or following the Pre-Bid meeting.] The selected Contractor(s) will be required to mow and maintain all of the publicly-owned lots in their selected route. Each route must be mowed and trimmed to the requirements set forth in this document and as discussed with the selected Contractors, not to exceed eighteen (18) mows for the duration of the Contract.

The City reserves the right to add or remove lots from the routes at any time during the duration of the Contract at their discretion. Any additional lots will be mowed and trimmed at the route cost submitted with this Proposal.

Proposers may choose to bid on only one route or several routes. The City reserves the right to limit the number of routes awarded, based on the capacity of the Contractors.

5.0 GENERAL SCOPE OF SERVICES

The scope of services sought by the City of Peoria shall include the provision for all required labor, tools, materials, equipment and expertise related to lawn mowing and trimming on publicly-owned vacant lots.

The following should be included in the scope of services:

1. Lots shall be mowed at regular intervals. All vegetation (grass and weeds, etc.) will be mowed when it is between a minimum of six (6") inches and a maximum of eight (8") inches tall.
2. All vegetation will be cut to a height of less than three (3") inches and shall be neat in appearance.
3. Vegetation shall not exceed eight (8") inches in height at any time.
4. **Trimming is required around fences lines, trees, sidewalks, signs, structures and all other obstacles.**
5. **All alley lines will be cut and trimmed.**
6. Lot mowing also includes mowing and trimming the right-of-way between the parcel and the street and alley at no additional charge.
7. Grass clippings must be blown into the yard; **GRASS CLIPPINGS ARE NOT TO BE BLOWN INTO THE STREET OR ONTO THE SIDEWALK.** [City Code 1957, § 36-23 Sec. 26-25]
8. Sweeping of sidewalk, streets and other areas affected by the cutting is required.
9. All debris, sticks and litter (garbage) must be removed from the property before mowing. Litter pickup and removal prior to mowing is included in the unit price of mowing per lot at no additional charge. If litter is mowed over, the Contractor shall be responsible for cleaning up the mowed litter.
10. All tree limbs that are three (3") inches in diameter or smaller will be removed before mowing and disposed of properly.
11. If tree limbs are larger than three (3") inches in diameter, the Contractor will notify the Contract Supervisor to have the limbs removed.
12. **All scrub trees less than three (3") inches in diameter will be cut and removed. This includes the alley and property lines.**
13. All work on a lot must be completed before the Contractor proceeds to the next lot. This includes, but is not limited to, litter cleanup and trimming.
14. **ANIMAL CARCASSES WEIGHING LESS THAN 50 POUNDS (<50 lbs.) ARE INCLUDED AS LITTER.**
15. Immediately notify the City's Contract Supervisor of any animal carcasses weighing more than 50 pounds (> 50 lbs.).
- * 16. If there has been illegal dumping of furniture, appliances, electronics, building materials, brush or abandoned tires on a lot, the Contractor shall immediately notify the City's Contract Supervisor.
17. If a Contractor observes damage, hazards or unsafe conditions on the property, the Contractor shall report it to the City's Contract Supervisor immediately.
18. Many of the parcels have an irregular shape. The dimensions listed are an average and not exact. The square footage listed is approximate and does not include the right-of-way between the property line and the street.
19. The City will not be responsible for any damages or repairs to equipment caused in the performance of the contract.
20. The Contractor shall not cause any damage to a property, personal property or adjoining properties, and will be responsible for repairs or replacement of any damage.
21. If the Contractor knowingly does damage to the property, personal property or adjoining properties, they shall report it to the City's Contract Supervisor immediately.
22. There are many publicly-owned vacant lots that are mowed by neighboring residents or businesses. The Contractor will not be paid for vacant lots mowed by others.

23. The City reserves the right to add or eliminate vacant lots. Any additional lots will be mowed at the same contract unit price.
24. After notification by the Contract Supervisor that a lot has not been mowed under the terms of the scope of services, the Contractor will have two (2) business days to correct the issues. Contractor must immediately notify the Contract Supervisor when issues have been corrected. If Contractor has two (2) incidents of not mowing per contract terms within the current contract, the City retains the right to immediately terminate Contractor/Vendor for 365 days.
25. Failure to comply with the expectations of this contract can lead to the contract being revoked.

6.0 CONTRACT PRICE

Contractor will be paid a flat rate per lot for mowing and trimming performed.

No payment of invoices shall be made until any damage to property, private property or adjoining properties has been corrected.

7.0 CONTRACT DURATION

It is anticipated that, once Contractors are selected, the mowing contract will start in early April and could continue through December 31, 2020, weather permitting. Specific timelines will be mutually agreed upon between the selected team and the City of Peoria.

8.0 MOWING SEQUENCE

Prior to commencing work, the Contractor shall submit to the Contract Supervisor an approximate mowing sequence for his/her respective route(s).

Contractor must use all reasonable efforts to complete the mowing cycle within seven (7) days of beginning a cycle. Contract Supervisor must be notified if a mowing cycle cannot be completed within the seven (7) days. Failure to notify the Contract Supervisor of a delay in completing a mowing cycle within seven (7) days may result in the remaining lots in cycle being assigned to another Contractor/Vendor.

9.0 EQUIPMENT REQUIRED

Contractor will be required to provide all necessary equipment for performing this work (truck, commercial riding mower, rotary mower, trimmers and edgers, digital camera and all necessary hand tools to satisfactorily perform the work). All Contractor equipment will be equipped with proper safety and noise-limiting devices and will be maintained in a safe operating condition at all times according to OSHA standards. Only trained operators will be permitted to operate equipment. Failure of equipment to perform properly and causing delay of the required work within the specified time will not alleviate the demand of meeting the requirements of this contract.

Safety Precautions: The Contractor/Vendor is responsible for instructing his/her employees or subcontractors on accident prevention and safety. Particular emphasis will be placed on the operation of equipment near populated and congested buildings.

Contractor shall provide protective safety gear including, but not limited to, eye, foot, hearing and other protection as necessary. Employees/subcontractors are required to use protective gear as required by their employer. Rotary mowers, trimmers and other hazardous equipment shall not be operated without proper safety guards. All equipment is subject to safety inspections and must meet criteria set forth by the City of Peoria's safety officers.

The City will inspect the Proposer's equipment before making an award to make sure of availability and quality and to evaluate the Contractor's capabilities. The Contractor will provide the Public Works Department a business telephone number which will be answered between 7:30 A.M. and 4:30 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.

10.0 DEBRIS REMOVAL

The Contractor will be required to remove minor debris on each lot. This includes trash, sticks, limbs, etc., as defined in the Scope of Services section. If litter is mowed, the Contractor is responsible for cleanup of the mowed litter. If there has been illegal dumping, immediately notify the Contract Supervisor to have it removed.

11.0 DISPOSAL OF MATERIALS

The Contractor will dispose of the litter from assigned publicly-owned properties at an authorized EPA-approved landfill or by 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. Verification of proper disposal will be required.

12.0 ADDITIONAL WORK

Occasionally the City may request the Contractor to complete additional work. This work will be authorized by a City-issued WORK ORDER. The Contractor will not complete any extra work without an approved WORK ORDER.

13.0 BILLING

The billing shall be for actual work performed. Billing should include documentation of the date, address where the mowing/trimming were performed, and a description of any incidental work that was performed, as well as any other information requested by the City, including sequential invoice numbers. Invoices shall also include information on debris removal including the location (lot number or address), a description of the debris removed, the date it was removed and photos. The invoice and documentation shall be in a format approved by the City.

Billing shall not include any downtime due to equipment failure or other adverse conditions, nor shall it include any travel time to, from or on-the-job sites and/or the landfill site.

Invoices must be submitted within seven (7) days after the completion of the mowing cycle.

Invoices submitted after seven (7) days will be subject to a 10% processing fee that will be deducted from the invoice paid and Contractor/Vendor will be considered in default and put on notice. If Contractor/Vendor has two (2) defaults of not billing per contract terms within the current contract, the City retains the right to immediately terminate Contractor/Vendor for 365 days.

If a vacant lot is not mowed under the terms of this contract, payment will be held until the issue has been corrected to the satisfaction of the City. If Contractor/Vendor has two (2) incidents of not mowing per contract terms within the current contract, the City retains the right to immediately terminate Contractor/Vendor for 365 days.

Invoices will not be processed until any damage to property, personal property or adjoining properties has been repaired or replaced.

- The Contractor shall submit invoices to the City's Contract Supervisor, Shawn Johnson, at 3505 N. Dries Lane, Peoria, IL 61604-1210, or email to [sdjohnson@peoriagov.org](mailto:sjohnson@peoriagov.org) or fax to the attention of Shawn Johnson at 309/494-8855.

14.0 RESPONSE FORMAT TO RFP & WEIGHT GIVEN

The submittal should be as concise as possible. The Proposal response should be a maximum of ten (10) pages. Additionally, promotional information should be avoided. **Submit five (5) hard copies of the proposal response.**

This section serves as a check list for the expected format of Responses to the RFP. Any other documentation should be included in an Appendix or as an attachment.

14.1 COVER LETTER

A letter of introduction, including names and address of the Contractor submitting the Proposal, and contact person(s) who will be authorized to represent the Contractor and bind to all commitments made in the Response, including name, address, email address and phone numbers (including mobile number) of a contact person responsible for and knowledgeable of the submittal.

Include names, the size and a brief description of the team, including the same information for any proposed subcontractors. If subcontractors are anticipated, describe the role proposed for each team or consultant involved in the project and the approximate percentage of work assigned to each.

Include location of offices for the team and for proposed subcontractors, and the office location which has the responsibility for managing the contract.

14.2 PROJECT APPROACH (20 Points)

Describe your understanding of the project including, but not limited to, when mowing is required, critical elements and goals. Describe your capacity to do the work, specifically addressing how you would handle routes, the equipment you would use, and the number of workers that would be hired, etc. Include a description of equipment owned by or accessible and available to the Contractor to be used for this project.

14.3 PREVIOUS EXPERIENCE (20 Points)

Include a brief history of your firm, as well as:

A detailed description of related project experience and client name for each project for each company or subcontractor proposed for this project.

Names and contact information for at least three (3) references from previous clients on similar projects.

A brief summary of any specialized experience, qualifications or unique capabilities applicable to this project that you feel are important to the success of the project.

14.4 PROJECT COST (40 Points)

Submit one flat rate to be paid per lot mowed and trimmed within each route on the attached Pricing Sheet. Contractor may submit on a single or multiple routes. Please complete every line in the Pricing Sheet. Use "not applicable" (N/A) or "no response" for any routes for which you do not want to be considered.

14.5 NON-PROFIT (15 Points)

Describe your non-profit program, if applicable.

14.6 MBE/WBE PARTICIPATION (5 Points)

Describe your firm's efforts to achieve a diverse workforce and its ability to staff the project locally.

14.7 COMPLETE COPY OF RFP INCLUDING APPROPRIATE SIGNATURES (not included in 10-page limit)

Provide a copy of this RFP with signatures certifying the understanding of, and compliance with, the total proposal package.

15.0 SELECTION PROCEDURE

The City will review and analyze each Proposal and reserves the right to select the Proposer who offers the best value. The City shall select the Contractor 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 both responsive and responsible.

An award will be made to the most qualified (responsive and responsible) Proposer who complies with the terms and conditions of the specifications provided. Awards will be made on a Per Route basis.

The Selection Committee consisting of City staff shall review each Proposal to obtain scores. Scoring will be based on the points listed in the "Evaluation Criteria" section below.

Each criterion in the evaluation will be ranked on a scale of 1 to 10, where 10 equals the highest ranking of submittals received. A rank of 10 for any criterion indicates the most qualified team for that criterion. Each numerical ranking will be multiplied by the weighted value below. A total point value for each response will be determined by the composite evaluation of the Selection Committee. The team with the highest overall point total will be ranked first.

| <u>Criteria</u> | <u>Weight</u> | <u>Rank</u> | <u>Total</u> |
|----------------------|---------------|-------------|--------------|
| Project Cost | 40 | 10 | 400 |
| Project Approach | 20 | 10 | 200 |
| Experience | 20 | 10 | 200 |
| Nonprofit | 15 | 10 | 150 |
| MBE/WBE | 5 | 10 | 50 |
| Total Maximum Points | | | 1,000 |

NOTE: Total Maximum Points Possible assumes that a team receives a best rank of 10 on all criteria.

The City of Peoria reserves the right to interview Contractors, hold a field test, or inspect the Contractor's available equipment, if deemed necessary by the Selection Committee.

The Selection Committee will determine the best qualified Contractors by consensus. The City reserves the right to waive all technicalities and to reject any or all Statements of Interest and Qualifications.

16.0 CONTRACT SUSPENSION/TERMINATION

The City of Peoria reserves the right to immediately suspend this contract if a contractor or their employee breaks the law while working on any City of Peoria work order or job. The contract will be suspended until all legal matters are resolved.

The City reserves the right to suspend and/or terminate the Contract if the Contractor is not meeting the quality standards listed herein or as discussed with the Contractor.

17.0 PROVISIONS BY THE CITY OF PEORIA

The City of Peoria will provide the following information to the selected team:

1. ROW information available through City of Peoria records, including recent acquisitions.
2. Vacant lot address.
3. Parcel Identification Number.
4. Lot size and area.
5. Parcel location Route Map

CRITICAL DATES:

Selection will be made per the following Schedule:

RFP Advertised February 29th and March 1st, 2020
Pre-bid meeting at 10:00am March 2, 2020
Held at City Hall, 419 Fulton Street, Room #404, Peoria, IL 61602
Due Date for Proposals at 10:00 a.m. March 9, 2020
Contract submitted to City Council Agenda process..... March 10, 2020
City Council Meeting at which Contract is Recommended for Approval..... March 24, 2020
Notice of Award Sent to Approved Contractor(s).....no later than March 31, 2020

18.0 PRE-BID MEETING

A questions and answers session will be held at a Pre-Bid meeting Monday, March 2, 2020, at 10:00a.m., at Peoria City Hall located at 419 Fulton Street, Peoria, IL 61602.

19.0 OMISSION OF SCOPE

Please indicate if you believe a major item(s) is/are missing from the scope of services outlined in this RFP.

20.0 QUESTIONS

A site visit to the project areas is strongly recommended. All information about the contract is contained within the contents of this request. Questions or comments regarding the request or the process related to the request should be submitted via email to the Superintendent of Operations, Sie Maroon Smaroon@peoriagov.org or Contract Supervisor, Shawn D. Johnson at Sdjohnson@peoriagov.org or by phone at 309/494-8850.



Date: 3-9-2020

CITY OF PEORIA PROPOSAL

Pricing Sheet (40 Points)

Submission Requirements

On separate sheet(s) of paper (maximum of 10 pages) provide the following:

- A. Cover letter
- B. Approach to the project (20 Points)
- C. Previous experience (20 Points)
- D. Nonprofit description (15 Points)
- E. Minority/Women Business Enterprise participation (5 Points)

Execution of this form certifies understanding and compliance with the total bid/proposal package.

RATE FOR THE DURATION OF THE CONTRACT

| | |
|----------|---|
| Route 1 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 2 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 3 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 4 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 5 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 6 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 7 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 8 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 9 | \$ <u>25.00</u> per lot mowed and trimmed |
| Route 10 | \$ <u>25.00</u> per lot mowed and trimmed |

Please complete all routes on this form. Complete with "not applicable" (N/A) or "no response" for any routes for which you do not want to be considered.

| | | |
|----------|----------|---------------------------|
| Route 13 | \$ 25.00 | per lot mowed and trimmed |
| Route 12 | \$ 25.00 | per lot mowed and trimmed |
| Route 11 | \$ 25.00 | per lot mowed and trimmed |

**CITY OF PEORIA
PROPOSAL**

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

PROPOSAL SUBMITTED BY:

LAW'N ORDER ACADEMY INC. # 03466-200630
Company Peoria EEO Certificate of Compliance Number

1825 N. NEW YORK AVE.
Address

Peoria IL 61603
City State Zip

309 643-5206 Laworderacademy@yahoo.com
Daytime Telephone # Email address

309 648-7769 LUESHAND NUNAN
After-hours Telephone # Contact Person (Please print or type)

LUESHAND NUNAN EXECUTIVE Director
Name of Authorized Agent or Officer Title


Signature of Authorized Agent or Officer

PLEASE MARK ENVELOPE as per Paragraph 1.3:
"Vacant Lot Mowing Proposal, City of Peoria - Request #10-20"

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this 21st day of April A.D., 2020 by and between the City of Peoria, a municipal corporation, party of the first part, and Law'n Order Academy, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Law'n Order Academy will provide Vacant Lot mowing services for the City of Peoria in accordance with the attached RFP and stated pricing.

THE CITY OF PEORIA

By: *Pat Holt*
City Manager

ATTEST: *Beth Ball*
City Clerk

PARTY OF THE SECOND PART

Law'n Order Academy Inc.
(Name of individual, firm or corporation)

APPROVED LEGAL DEPARTMENT

By *Christine F. Peterson*
(Name of Individual)

By *Austan [Signature]*
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By *James H. Sevogus*
(Name of Individual)

APPROVED FINANCE DEPARTMENT

By _____
Finance Director

APPROVED USING DEPARTMENT

By *Rick [Signature]*
Department Head

SECRET

26 JAN 68

CHIEF OF BUREAU