

Item No. 21-085

**CITY OF PEORIA  
C O N T R A C T**

This agreement, made and entered into this 23<sup>rd</sup> day of March A.D., 2021 by and between the City of Peoria, a municipal corporation, party of the first part, and WALTON SERVICE, INC., 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.

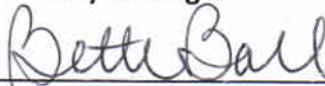
**IT IS UNDERSTOOD AND AGREED** that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, 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.

WALTON SERVICE, INC. will provide Facilities/Boulevards/ROW mowing services for the City of Peoria in accordance with the attached RFP and stated pricing.

THE CITY OF PEORIA

By:   
City Manager

ATTEST:   
City Clerk

**PARTY OF THE SECOND PART**

APPROVED LEGAL DEPARTMENT

WALTON SERVICE, INC.  
(Name of individual, firm or corporation)

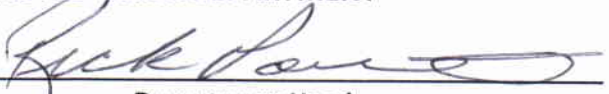
By   
Attorney

By   
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

APPROVED USING DEPARTMENT

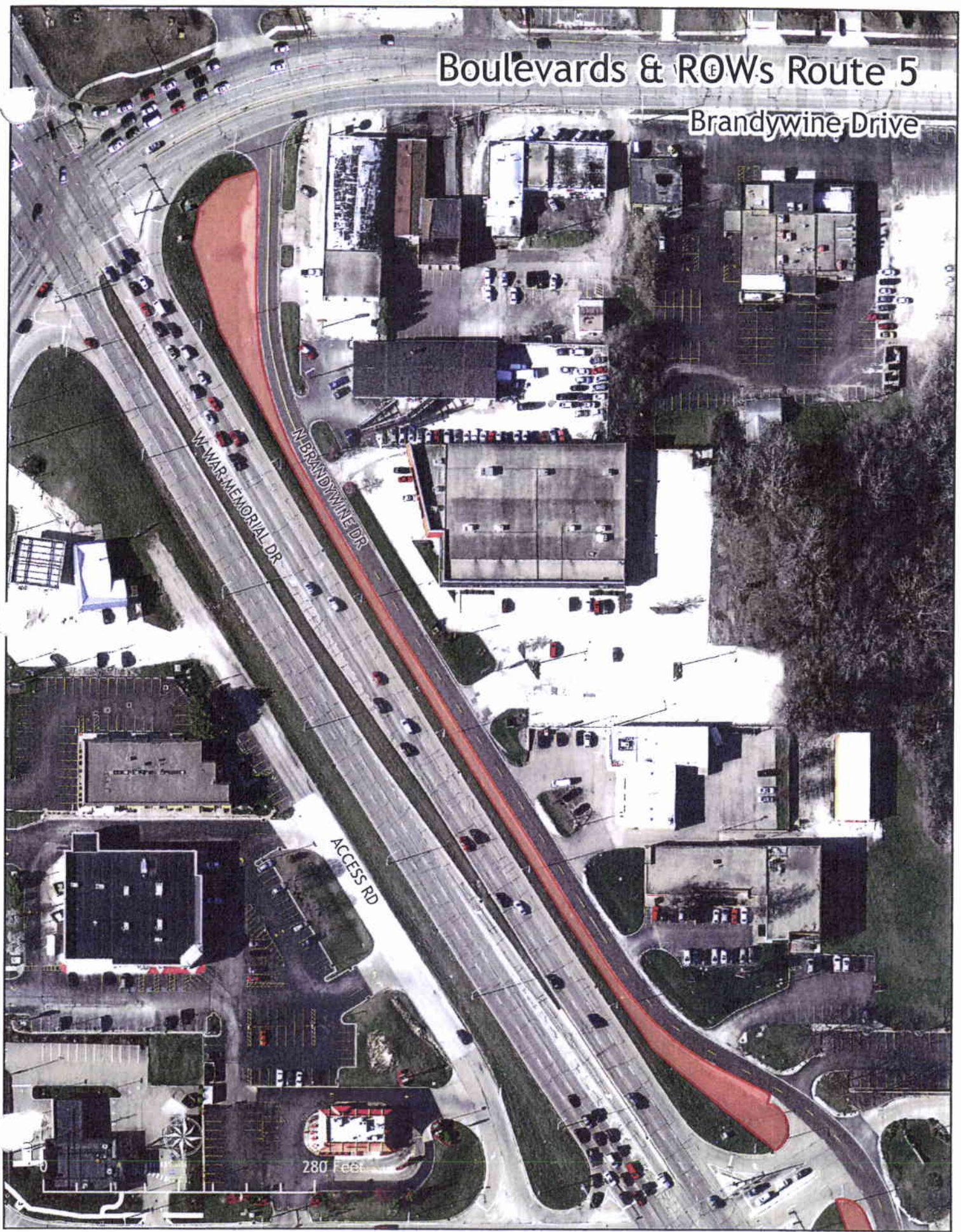
By   
Finance Director

By   
Department Head

2020 FACILITIES, BOULEVARDS & ROW MOWING ROUTES			
LOCATION	Description	Area S.F.	Acres
<b>ROUTE 5:</b>			
Brandywine, Meadowbrook to Glen	Mowing shoulder & ditch	83,774	1.923
Meadowbrook ROW	Ditch mowing	22,838	0.524
Dries Lane facility	3505 N. Dries Ln	116,497	2.674
University, 3500-3600 blk., boulevard	Between McDonald's & Walgreen's	TBD	TBD
University	War Memorial Dr. to Pioneer Parkway	80,875	1.86
Northmoor, University to Rosemead	ROW S side of Northmoor	TBD	TBD
Northmoor, University to Kensington	Ditch mowing 8-10 ft.	8,677	0.199
Kensington "loop"	2100-2300 blks on N side of Northmoor, between Hamilton & Kensington		
Northmoor, Sherwood to Briarwood	ROW S side of Northmoor	29,727	0.682
Police Substation	2011 W. Altorfer Dr.	14,795	0.340
Allen Road	War Memorial Dr. to Rte. 6	106,267	2.44
Allen Rd. & Alta Rd. intersection	Ditch mowing 8-10 ft.	20,803	0.478
Wilhelm bridge	Backslopes on ROW	19,163	0.440
Radnor & Wilhelm, Alta to Hunter's Tr.	ROW mowing	45,396	1.042
Alta Road	N side, W of Huck's	10,496	0.241
Lindberg Dr. @ Knoxville	ROW mowing	26,881	0.617
Pine Tree Rd., Multiflora to 9335	Mowing from pavement to fence	5,424	0.125
Glen Ave.	War Memorial Dr. to Knoxville	16,674	0.38
4500 block N. Sheridan Rd.	Sheridan & Lakewood	1,343	0.03
Lyndale Rd., E dead end	S side of road	1,165	0.027
Knoxville & War Memorial Dr.	At Knoxville (island)	52,788	1.21
E War Memorial Dr.	E of Grand Blvd.	131,468	3.018
E.S.D.A.	3615 N. Grandview Dr.	35,527	0.816
2508 W. Alta Rd.		6,804	0.16
2509 N. First St.		3,972	0.09
Madison & Beacon	Along fence		
Daytona to Northmoor, E side of University			
Alta & Allen	Hillside mowing		
Alta Ln. to Radnor Rd.	One pass on each side; Only mow once (1 time) a month		
Rte. 6 to Alta Rd.	E side mowing		
Alta Ln. to Allen Rd.	NW corner		
University St.	Hill		
Knoxville & Mt. Hawley Rd.	Corner next to 531 W. Northgate Rd.		
10024 W. Brompton Ct.	Only mow three (3) times a year		
<b>TOTAL:</b>			<b>19.32</b>

# Boulevards & ROWs Route 5

Brandywine Drive



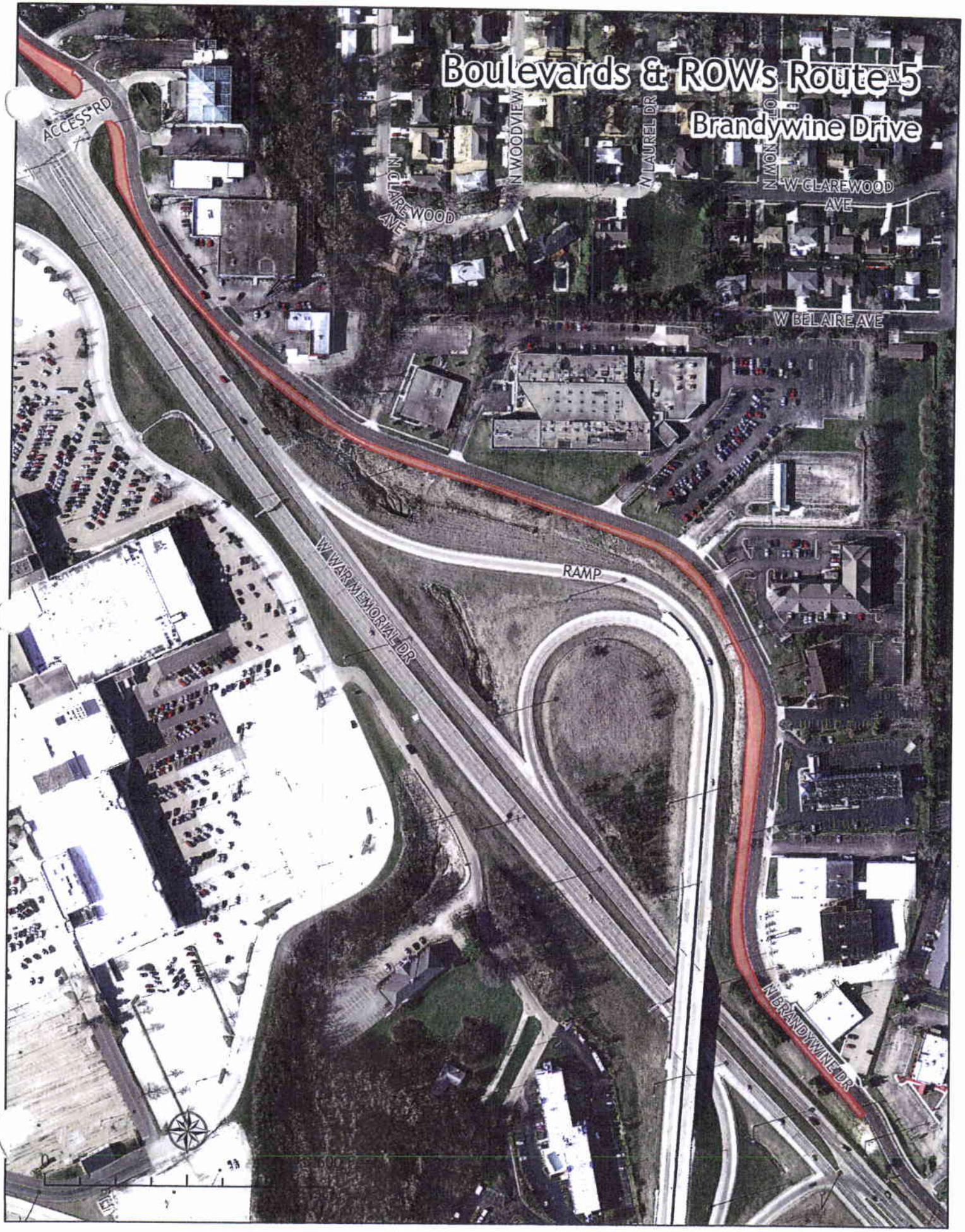
W WARMEMORIAL DR

N BRANDYWINE DR

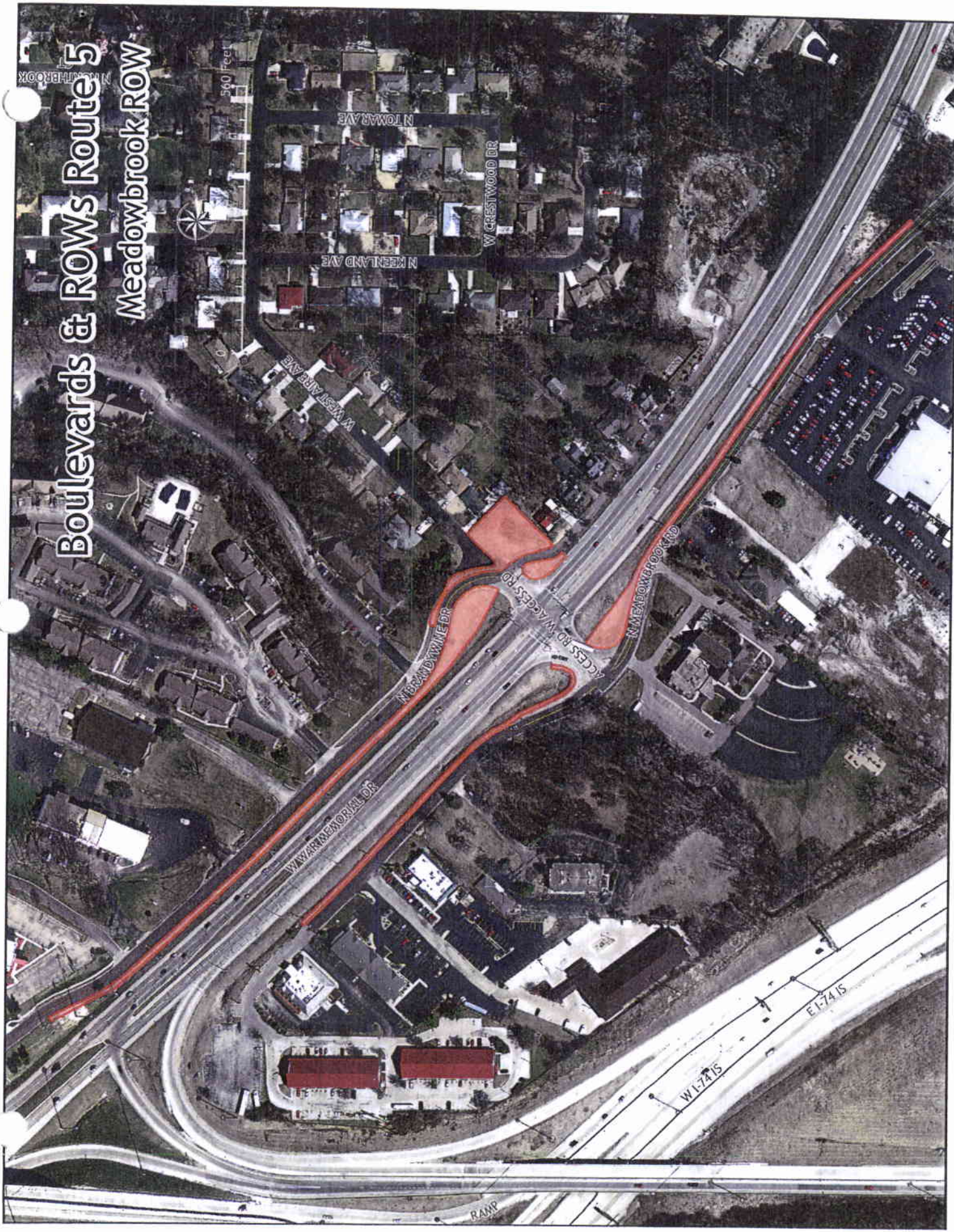
ACCESS RD

280 Feet

# Boulevards & ROWs Route 5 Brandywine Drive



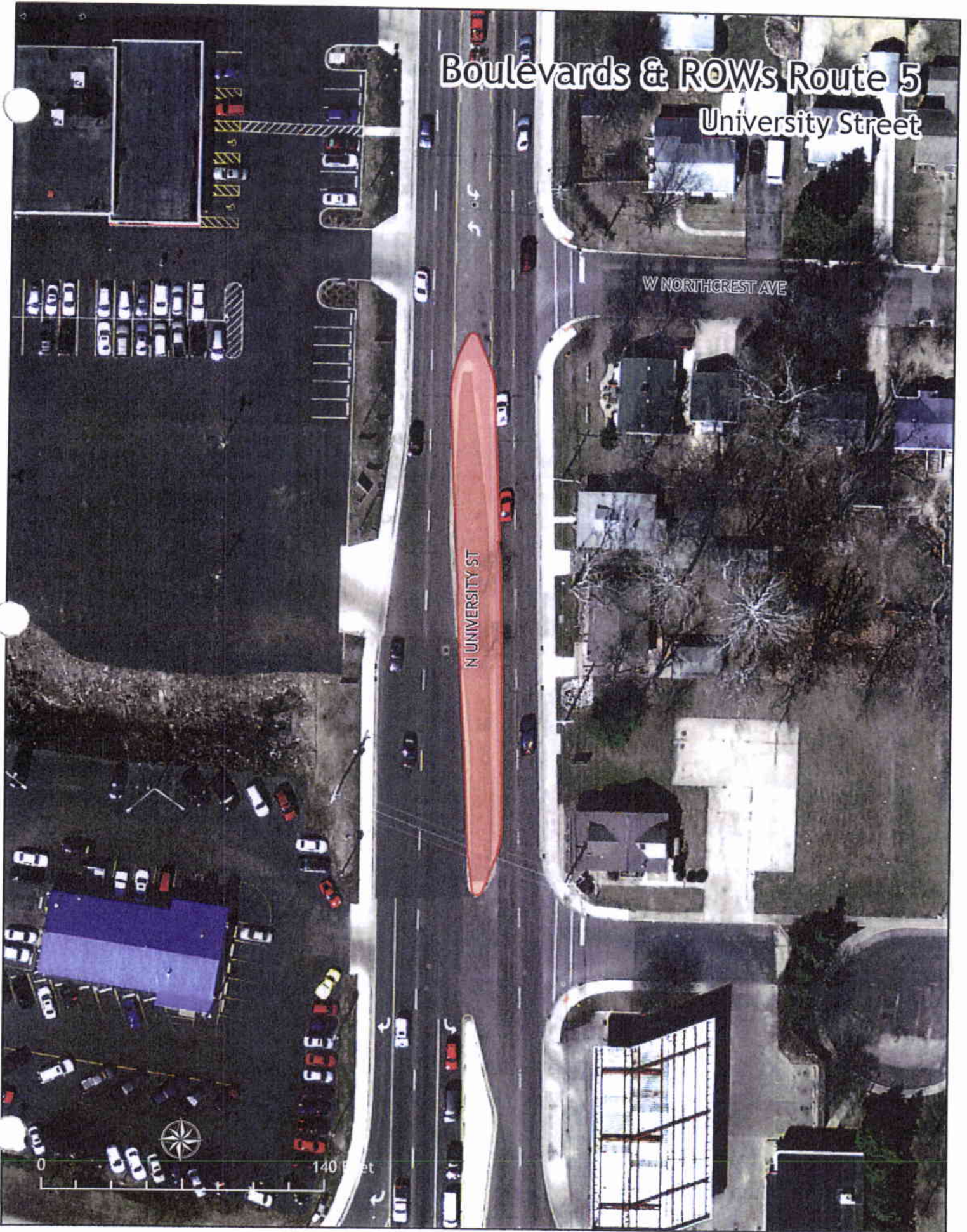
# Boulevards & ROWs Route 5 Meadowbrook ROW





**Boulevards & ROWs Route 5  
Dries Lane Facility**

# Boulevards & ROWs Route 5 University Street



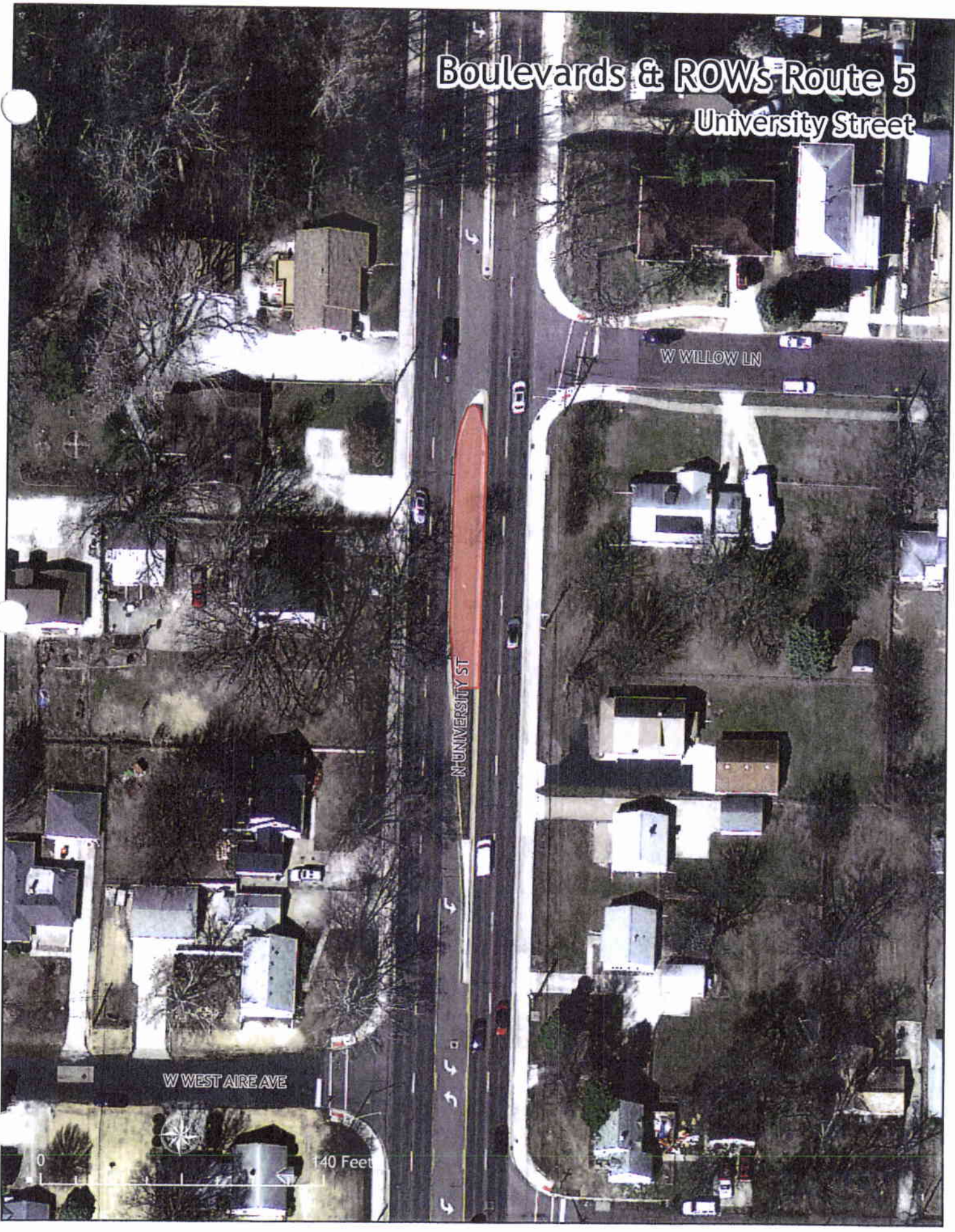
W NORTHCREST AVE

N UNIVERSITY ST

140 feet



# Boulevards & ROWs Route 5 University Street





# Boulevards & ROWs Route 5 University Street

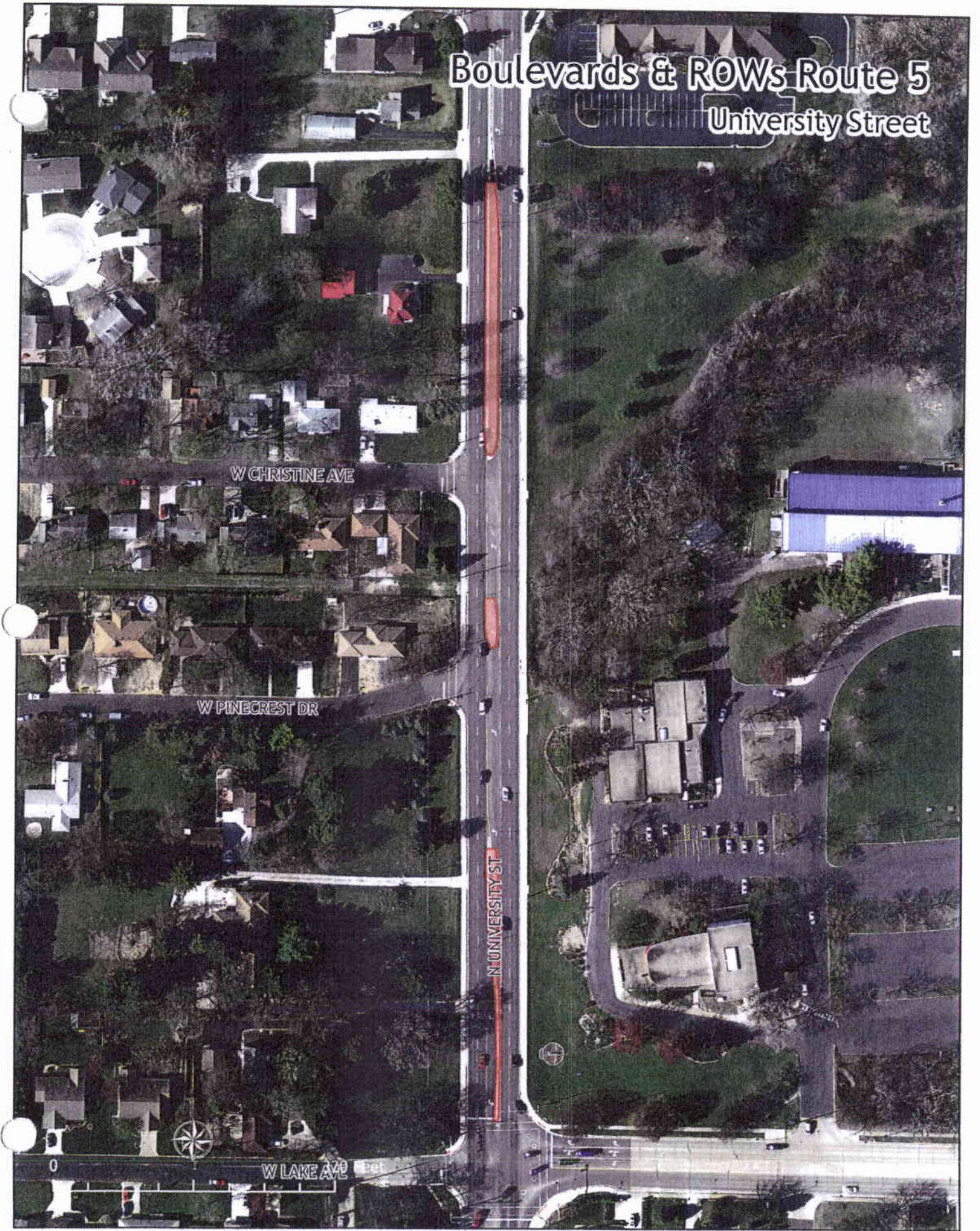
W CHRISTINE AVE

W PINECREST DR

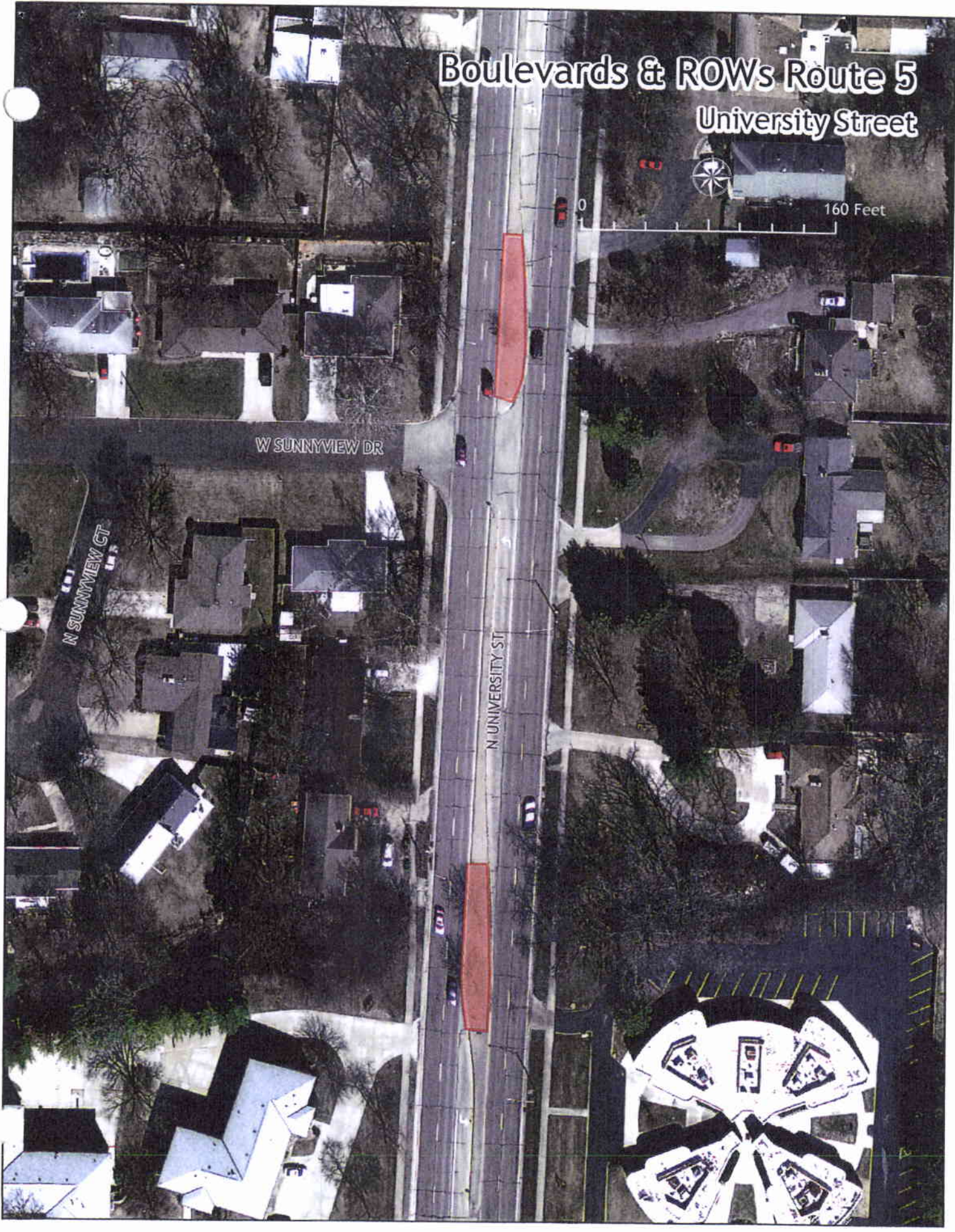
N UNIVERSITY ST

W LAKE AVE

East



# Boulevards & ROWs Route 5 University Street



W SUNNYVIEW DR

N SUNNYVIEW CT

N UNIVERSITY ST

160 Feet

# Boulevards & ROWs Route 5 University Street



# Boulevards & ROWs Route 5 University Street



# Boulevards & ROWs Route 5 University Street



# Boulevards & ROWs Route 5 University Street



W CANDLETREE DR

W VIKING CT

N PARLIAMENT PL

W THAMES DR

W BUCKINGHAM DR

W KINGSWAY DR

W QUEENS COURT RD

W WILLOW  
KNOLLS RD

N UNIVERSITY ST

W TIFFANY CT

N MARMAR DR

N WHIPPOWILL LN

W TIFFANY DR

W WILLOW  
CREST LN

N WILLOW  
WOOD DR

N TEAKWOOD  
CT

W COURTSIDE LN

W PINWOOD  
PL

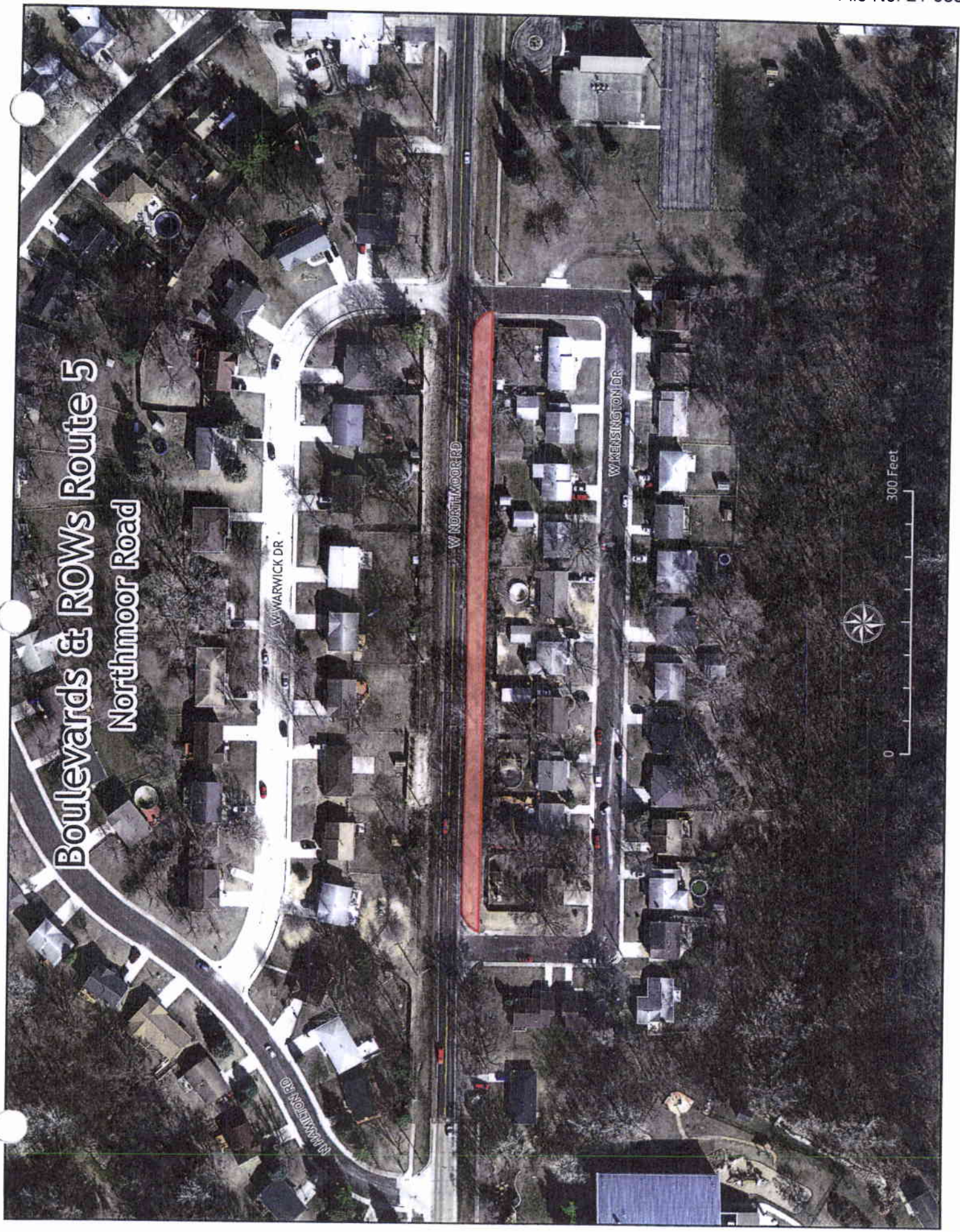
W WILLOW  
WOOD DR

N FLEMING LN

W TETON  
DR

N MICHELLE  
LN

840 Feet



**Boulevard 5  
Northmoor Road**

W WARWICK DR

W NORTHMOOR RD

W KENSINGTON DR

0 300 Feet



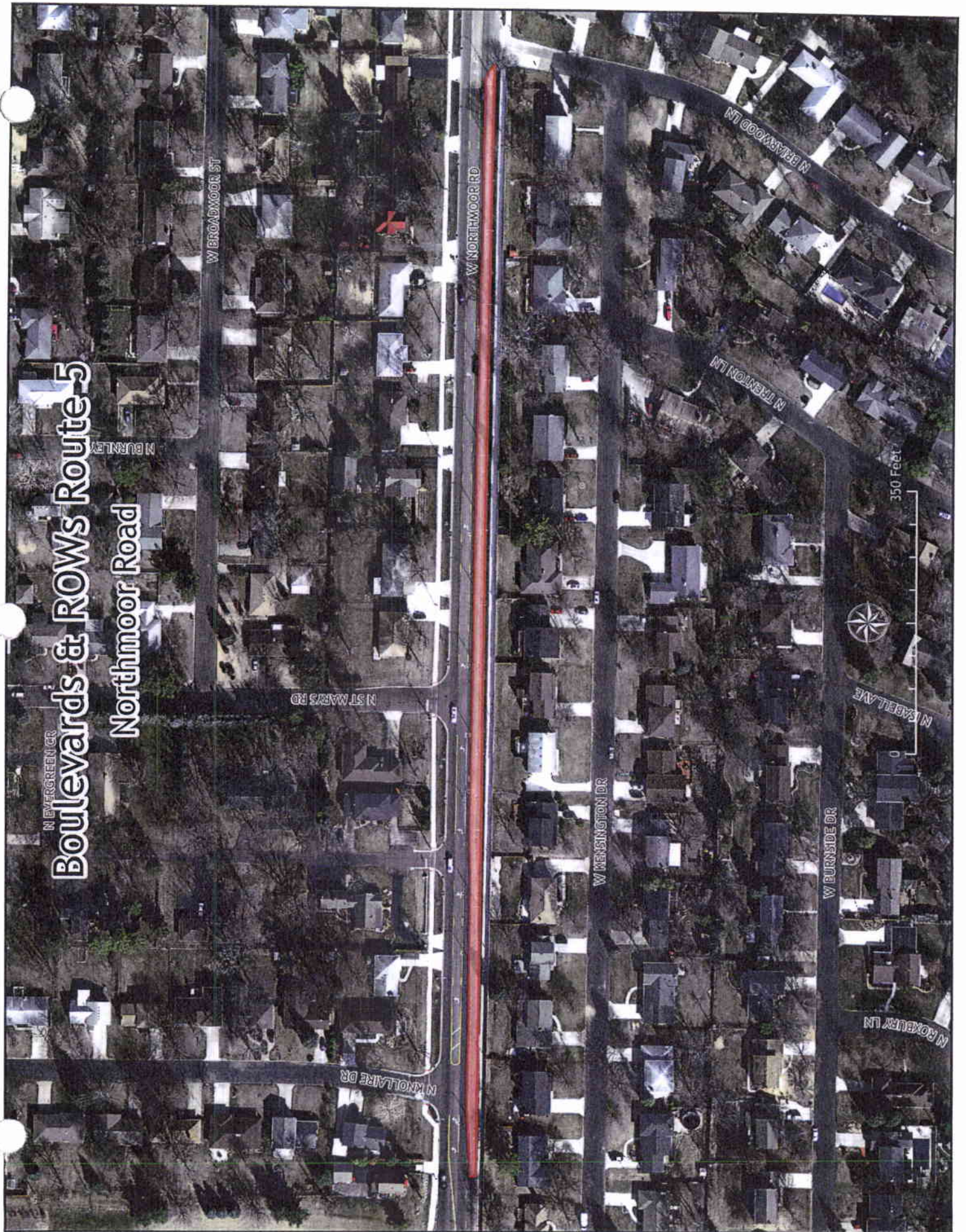
# Boulevards & ROWs Route 5 Northmoor Road

W NORTHMOOR RD

180 Feet







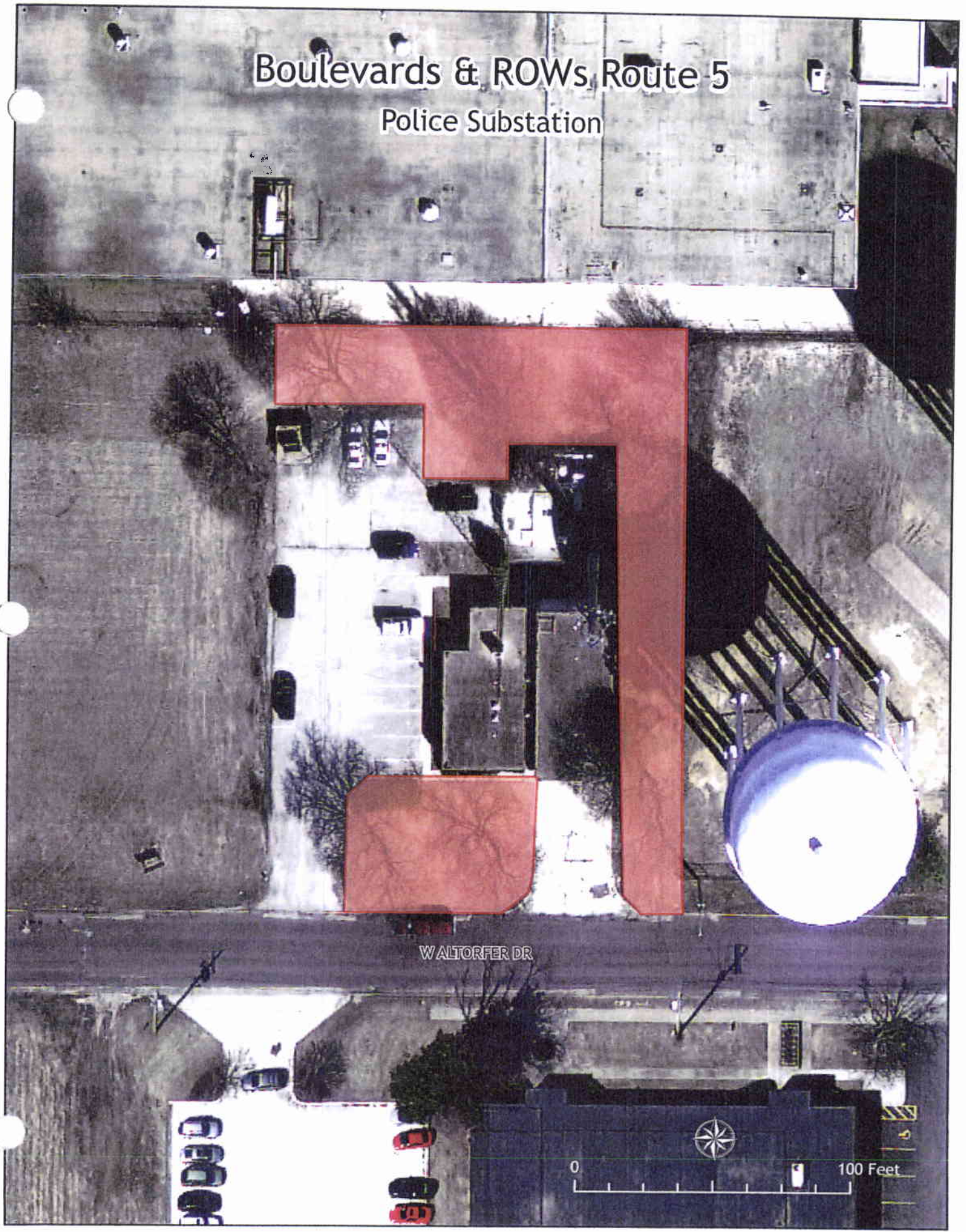
# Boulevards & ROWs Route 5

## Northmoor Road

# Boulevards & ROWs Route 5 Hamilton & Kensington Loops



# Boulevards & ROWs, Route 5 Police Substation



WALTORFER DR

0 100 Feet

# Boulevards & ROWs Route 5

## Allen Road



LAUREN LN

420 Feet

W WARR MEMORIAL DR

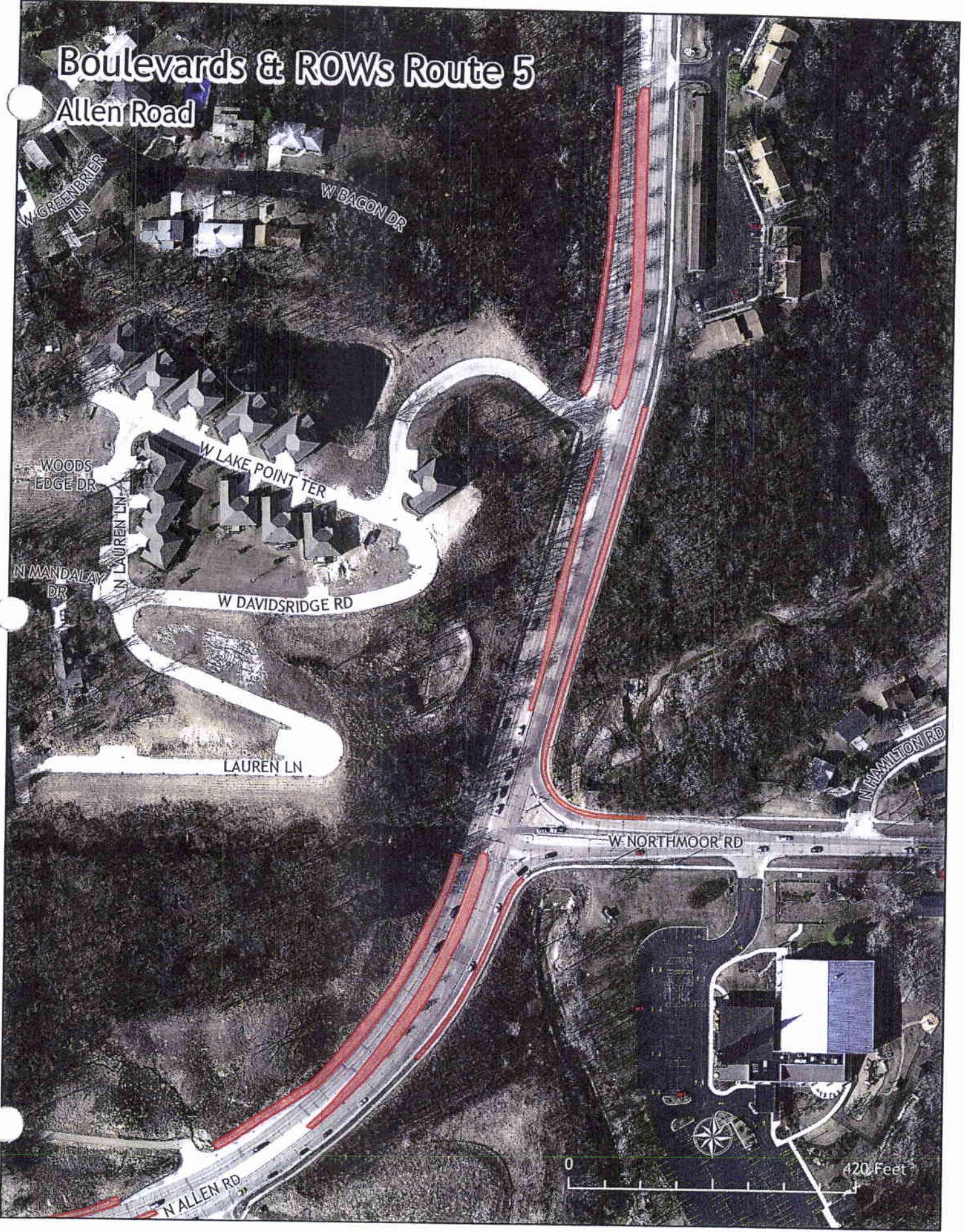
WICHARTER  
OAK RD

N ALLEN RD

WARRINGTON DR

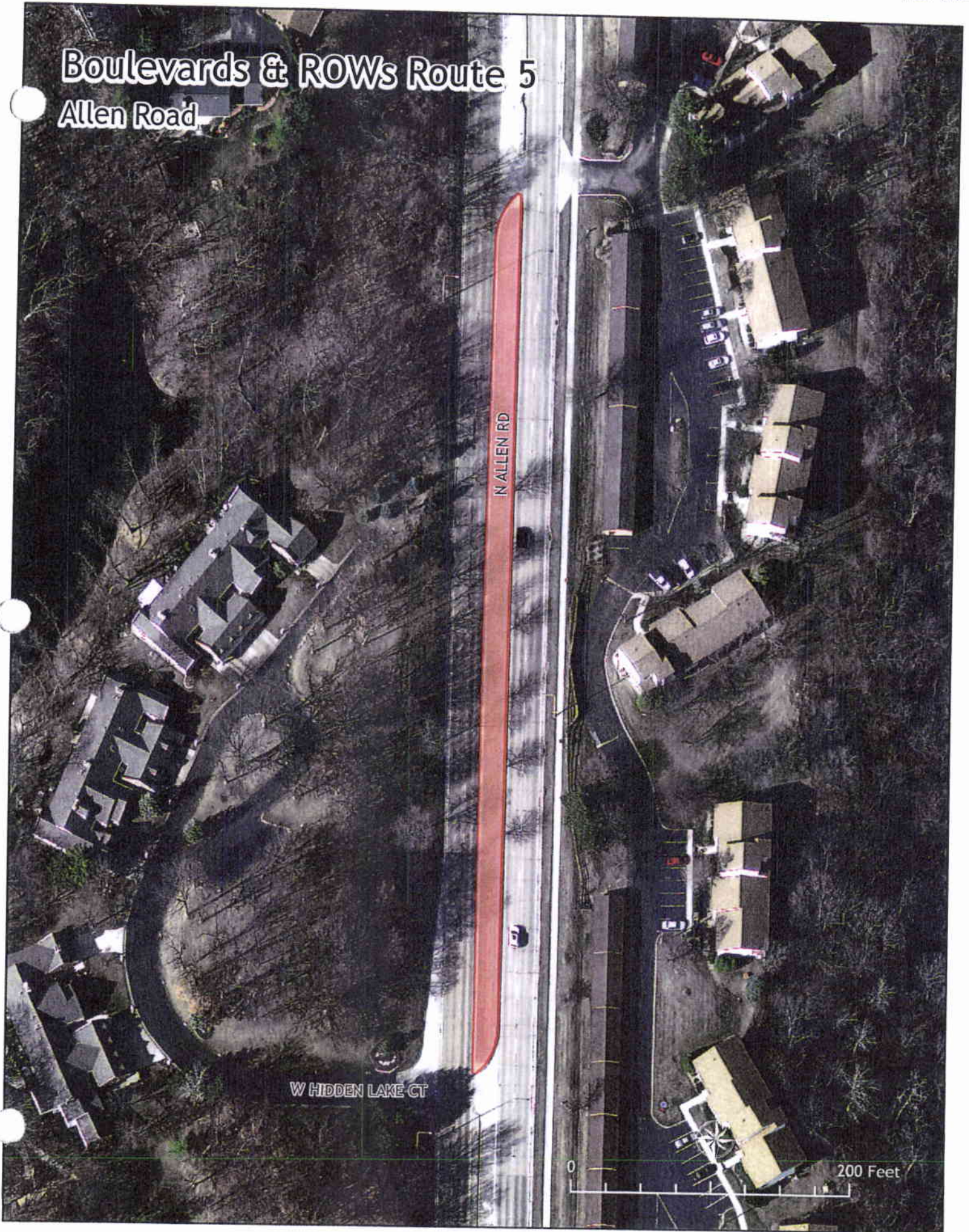
# Boulevards & ROWs Route 5

## Allen Road



# Boulevards & ROWs Route 5

## Allen Road



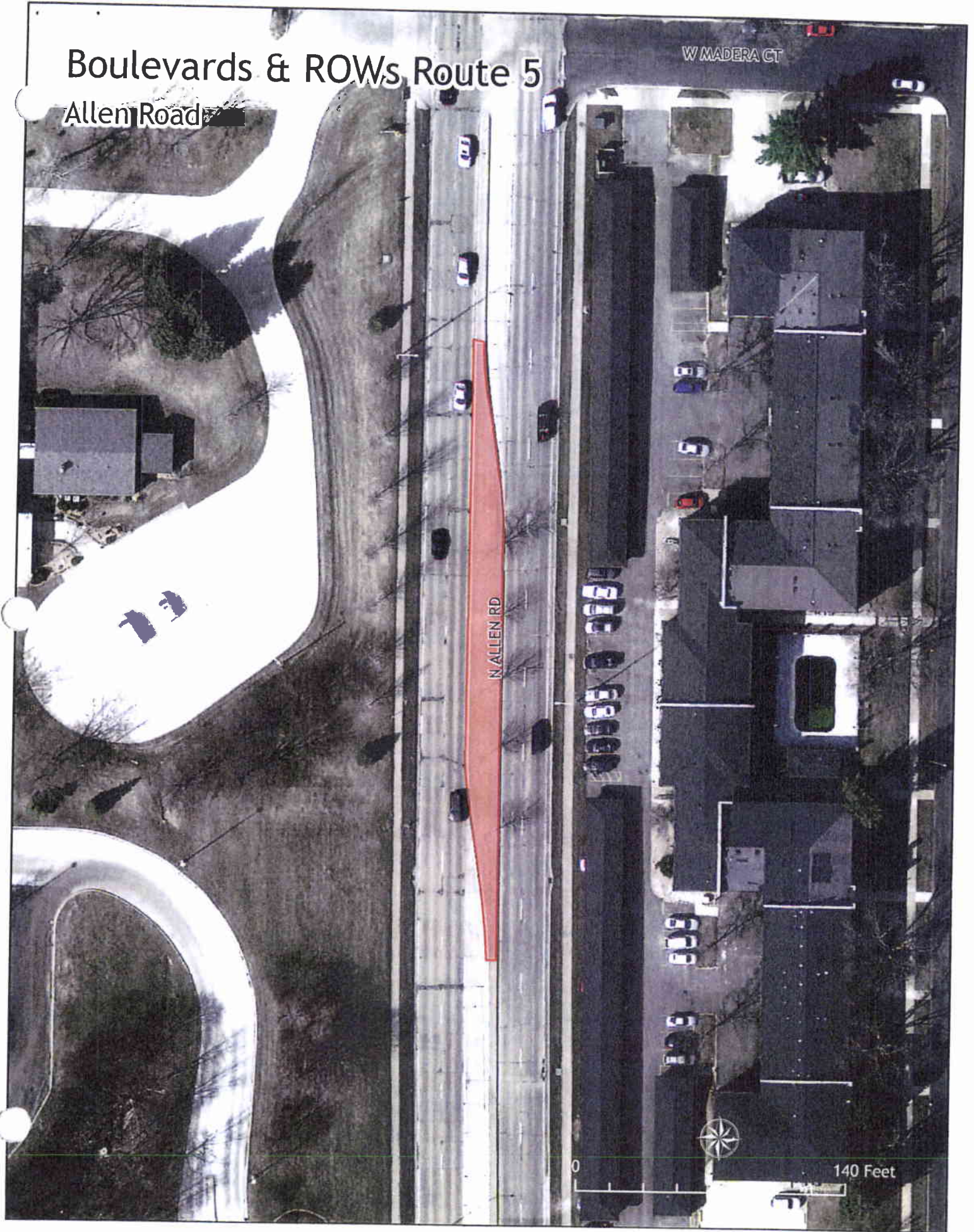
W HIDDEN LAKE CT

N ALLEN RD

0 200 Feet

# Boulevards & ROWs Route 5

Allen Road



W MADERA CT

N ALLEN RD

140 Feet

# Boulevards & ROWs Route 5

## Allen Road

N TERRA VISTA DR

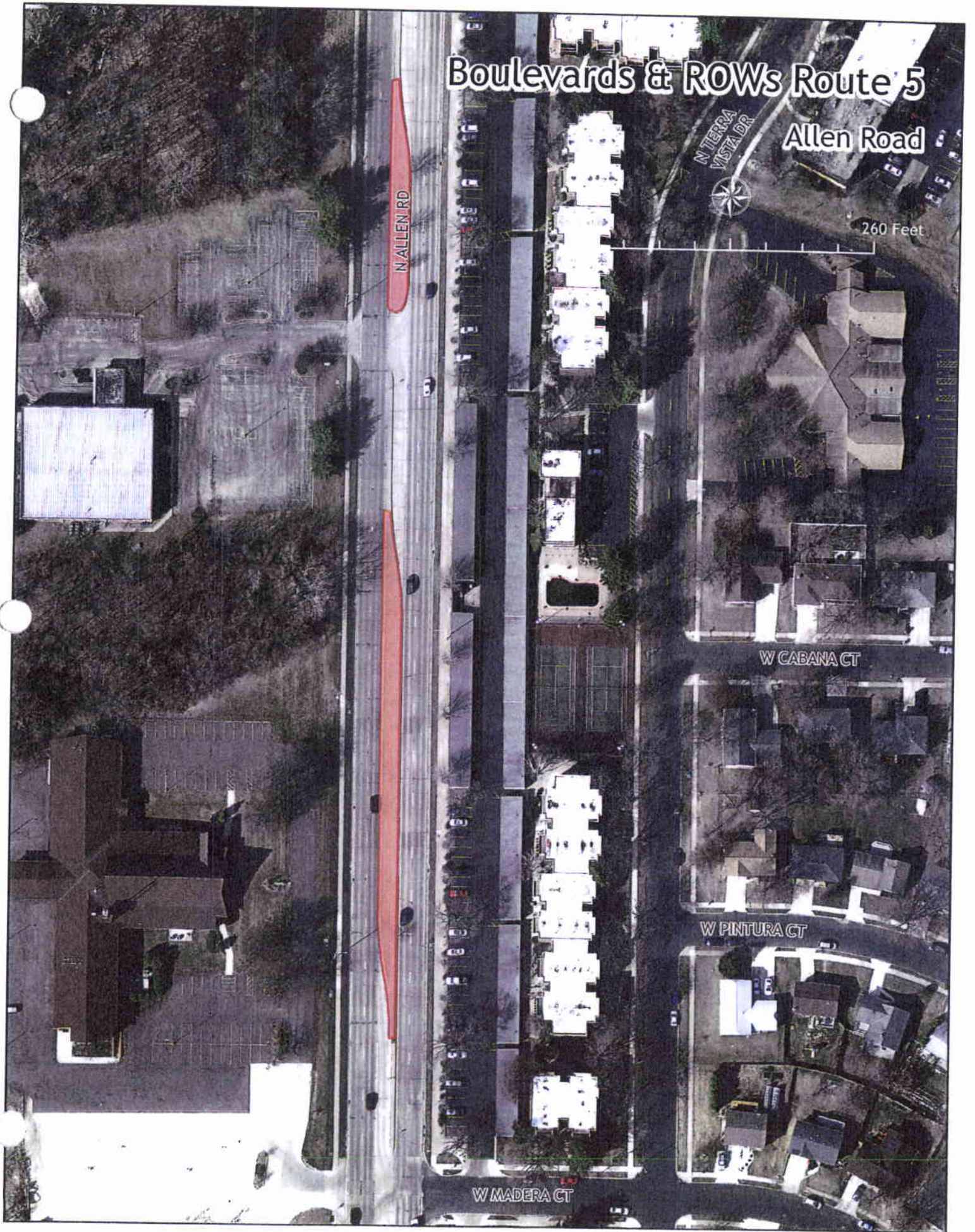
260 Feet

N ALLEN RD

W CABANA CT

W PINTURA CT

W MADERA CT





# Boulevards & ROWs Route 5

Allen Road

W COMMERCE CT

180 Feet

N ALLEN RD

W WILLOW KNOLLS RD

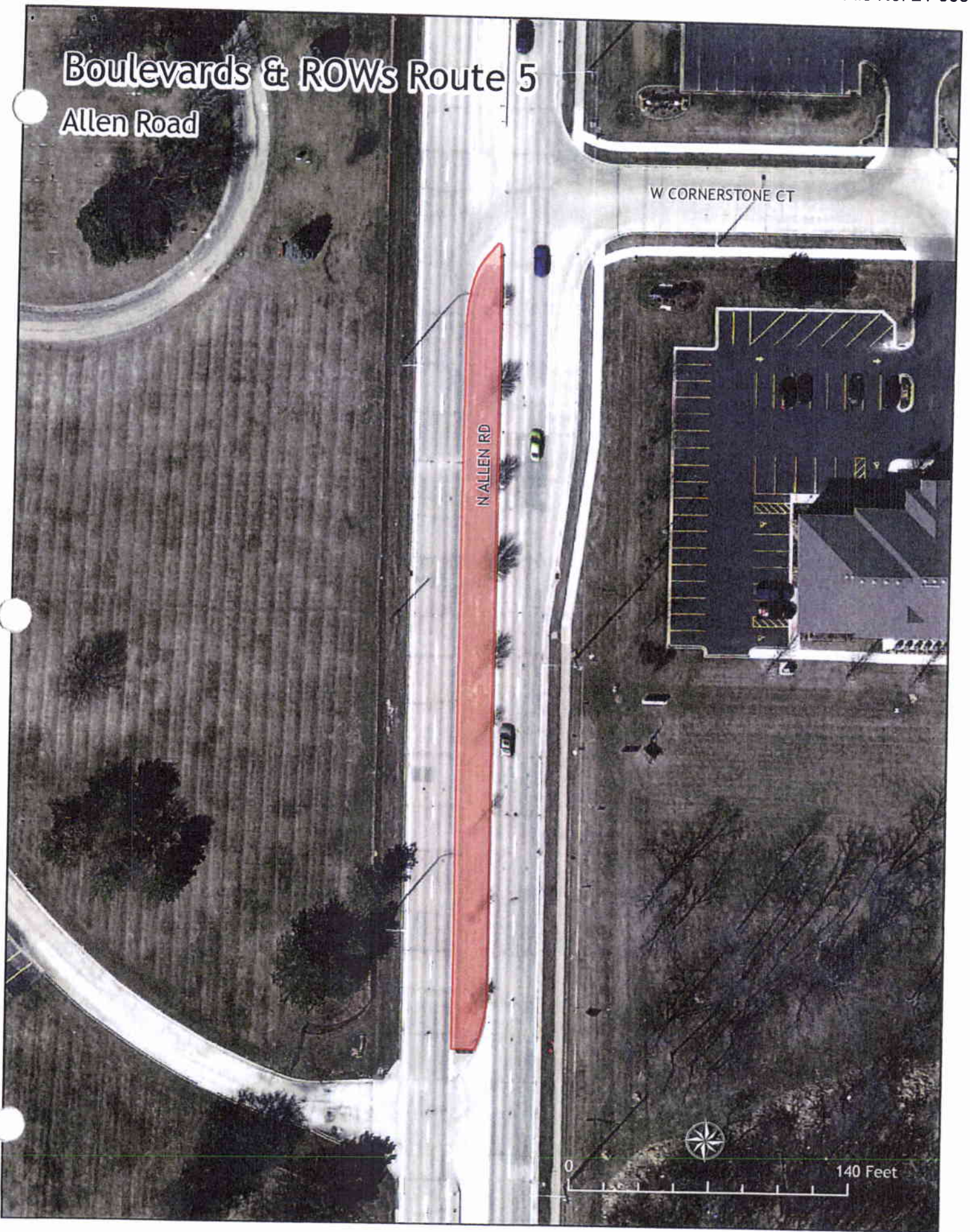


# Boulevards & ROWs Route 5

## Allen Road

W CORNERSTONE CT

N ALLEN RD



# Boulevards & ROWs Route 5

## Allen Road

N ALLEN RD

220 Feet



# Boulevards & ROWs Route 5

## Allen Road



N ALLEN RD

W PIONEER PK

250 Feet

# Boulevards & ROWs Route 5

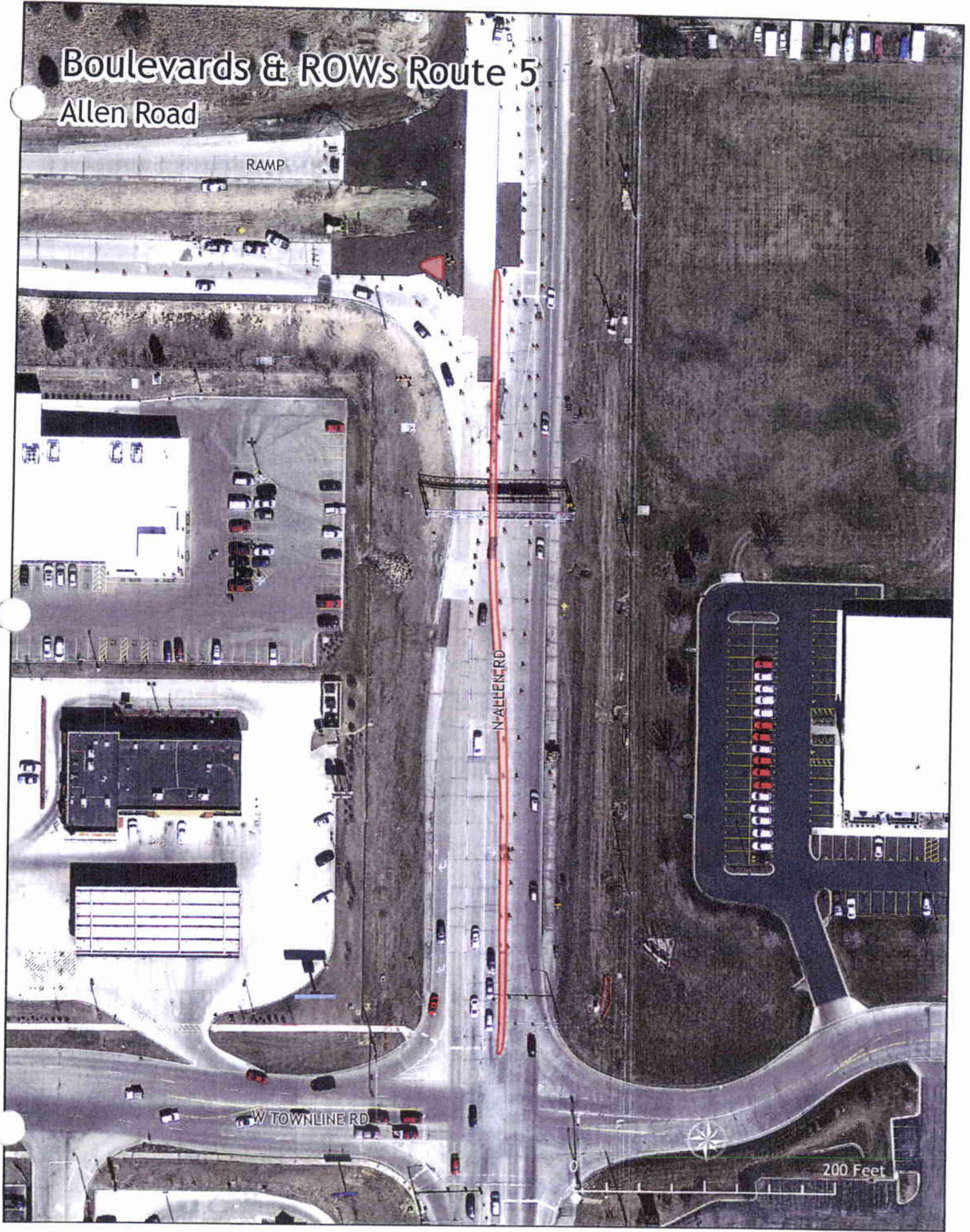
## Allen Road

RAMP

N ALLEN RD

W TOWNLIN RD

200 Feet





W ALTARD

N ALLEN RD

W FIRST ST

# Boulevards & ROWs Route 5

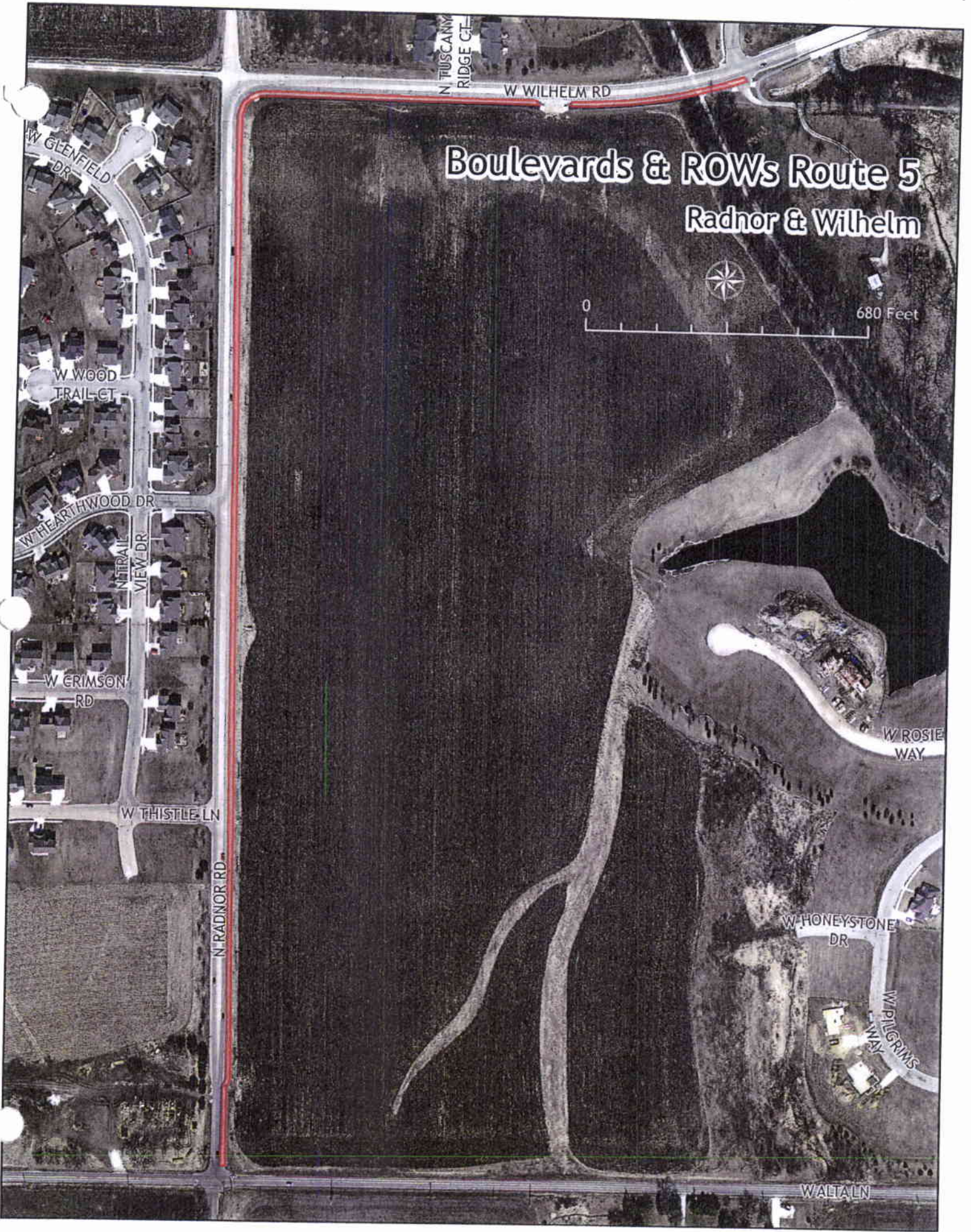
## Allen & Alta Roads



# Boulevards & ROWs Route 5

## Wilhelm Bridge





# Boulevards & ROWs Route 5 Radnor & Wilhelm



N RADNOR RD

W GLENFIELD DR

W WOOD TRAIL CT

W HAWTHOOD DR

N TRAIL VIEW DR

W ERIMSON RD

W THISTLE LN

W ROSIE WAY

W HONEYSTONE DR

W PILGRIMS WAY

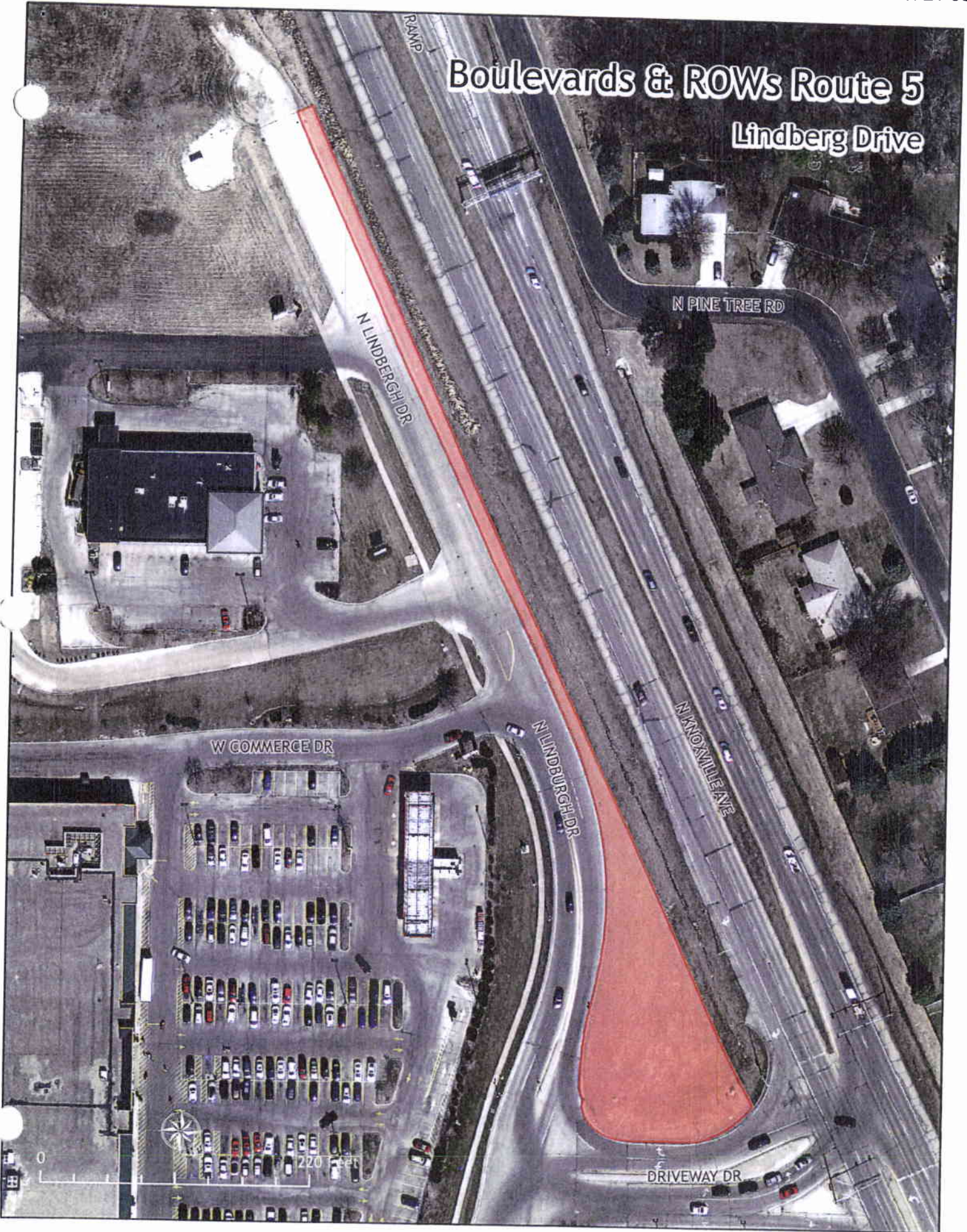
W ALTA LN

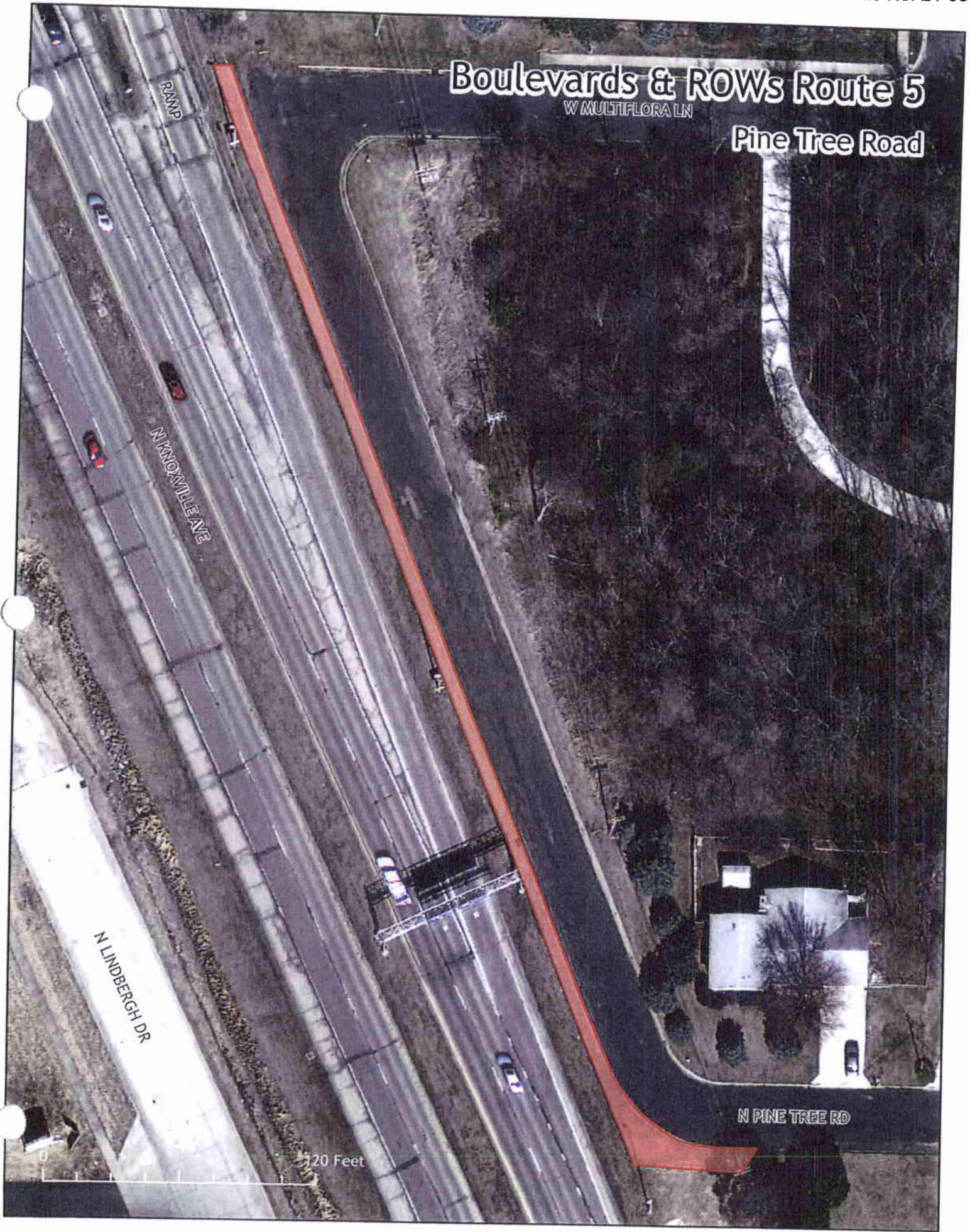


# Boulevards & ROWs Route 5 Alta Road



# Boulevards & ROWs Route 5 Lindberg Drive





# Boulevards & ROWs Route 5

W MULTIFLORA LN

## Pine Tree Road

RAMP

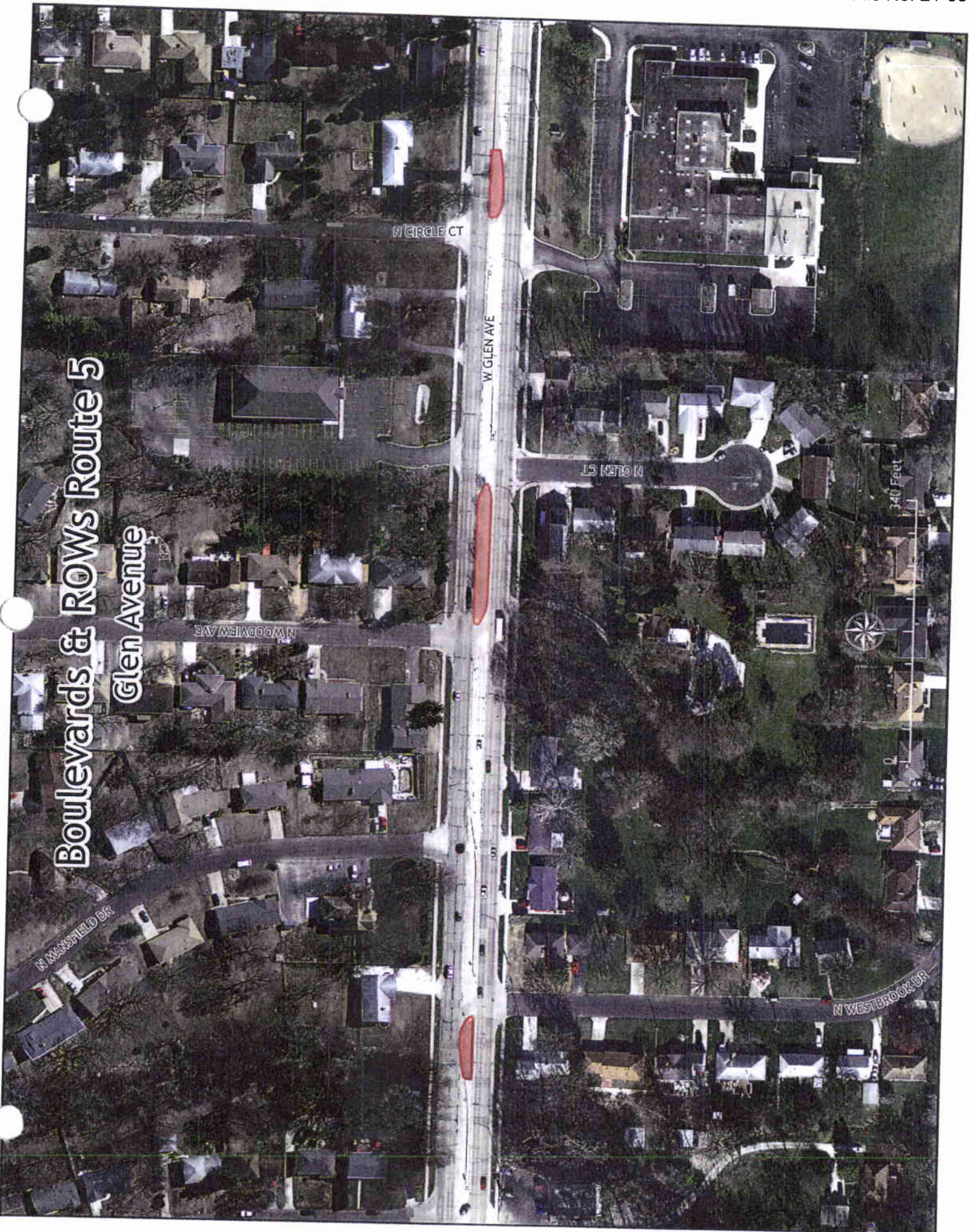
N KNOWVILLE AVE

N LINDBERGH DR

N PINE TREE RD

120 Feet

# Boulevards & ROWs Route 5 Glen Avenue



N CIRCLE CT

W GLEN AVE

N GLEN CT

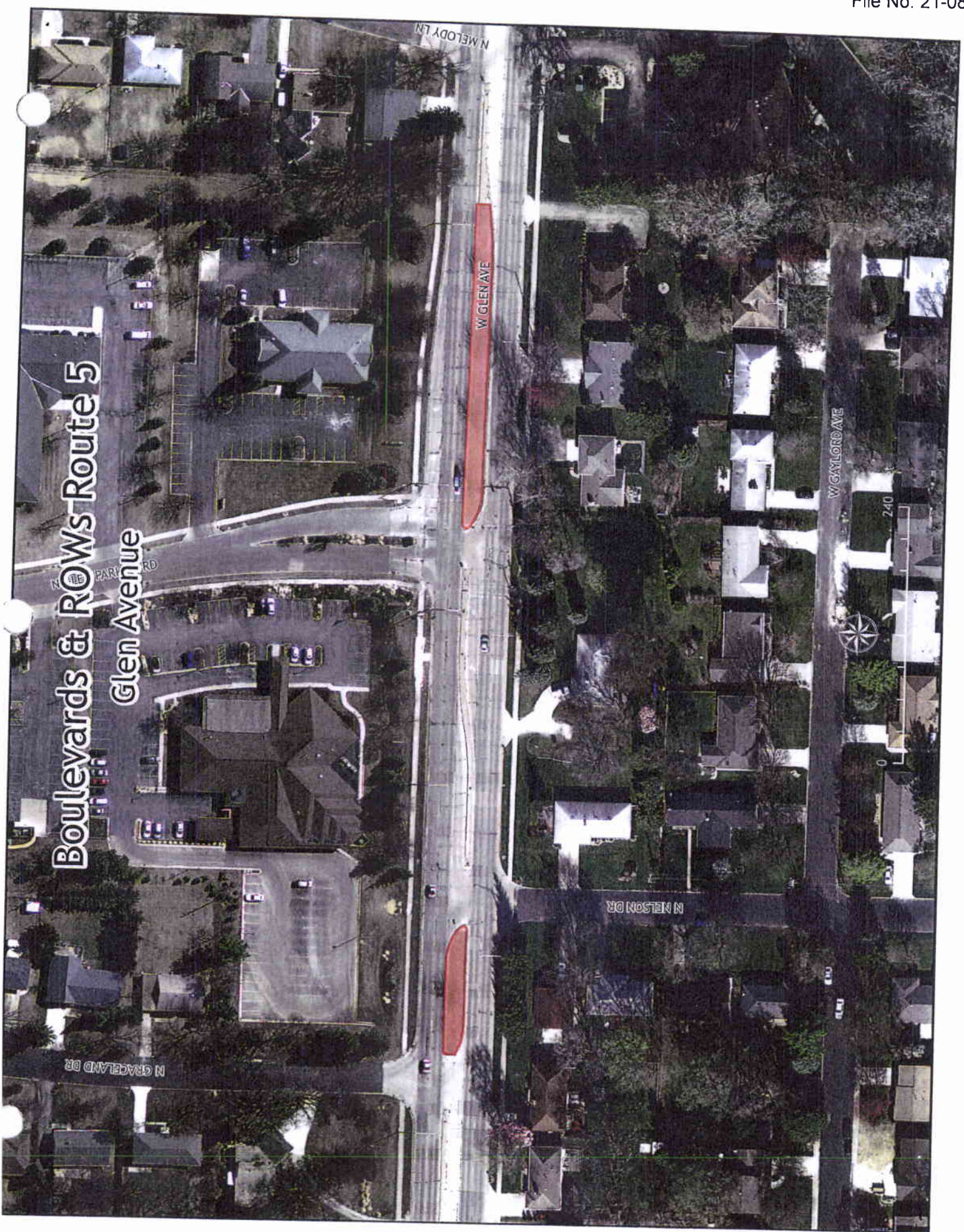
N WOODVIEW AVE

N MANSFIELD DR

N WESTBROOK DR

340 Feet





Boulevards & ROWs Route 5

Glen Avenue

W GLEN AVE

W GAYLORS AVE

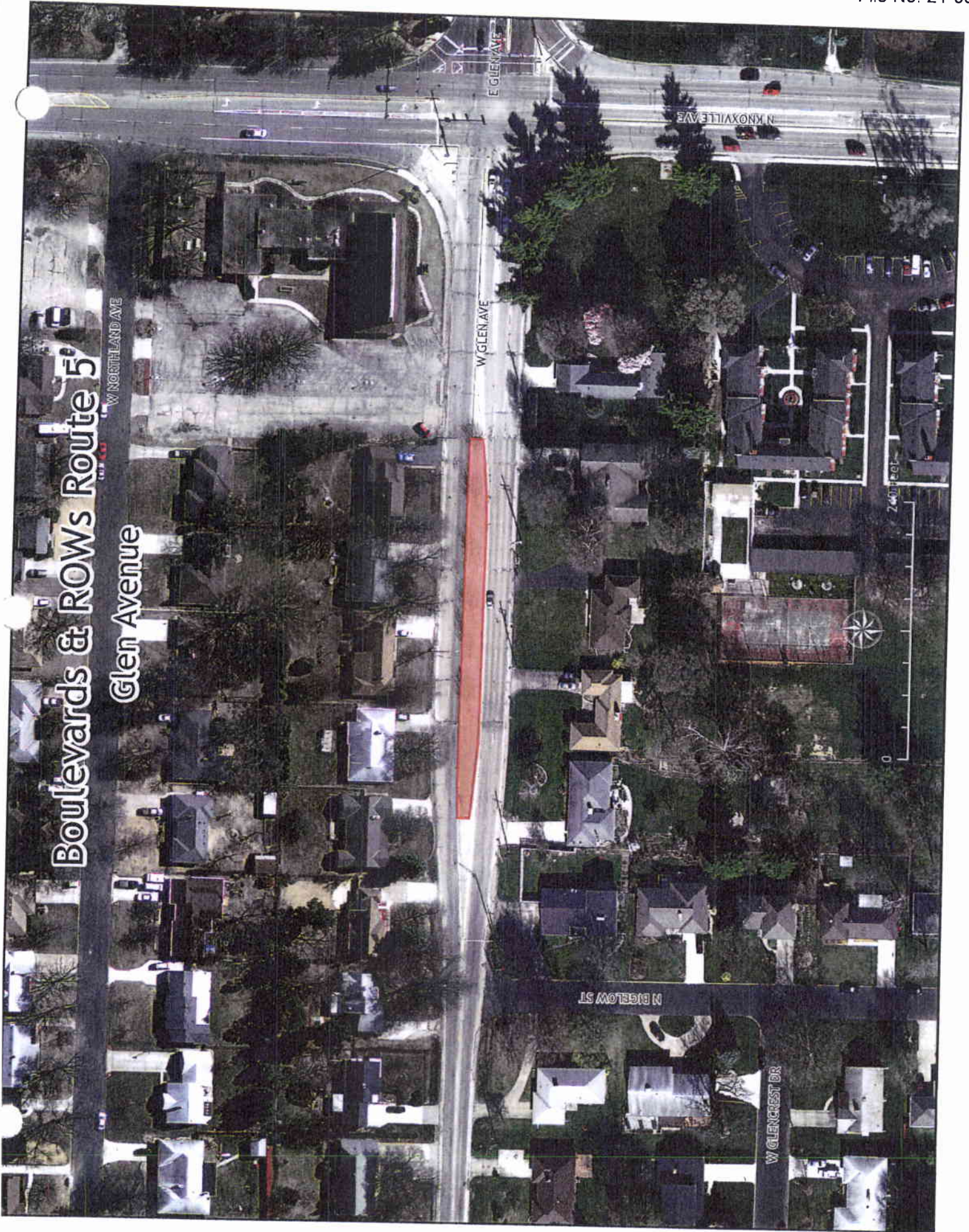
240

N NELSON DR

N MELODY LN

N GRACELAND DR

N THE PARK RD



Boulevards & ROWs Route 5

Glen Avenue

W NORTHLAND AVE

W GLEN AVE

E GLEN AVE

N KNOXVILLE AVE

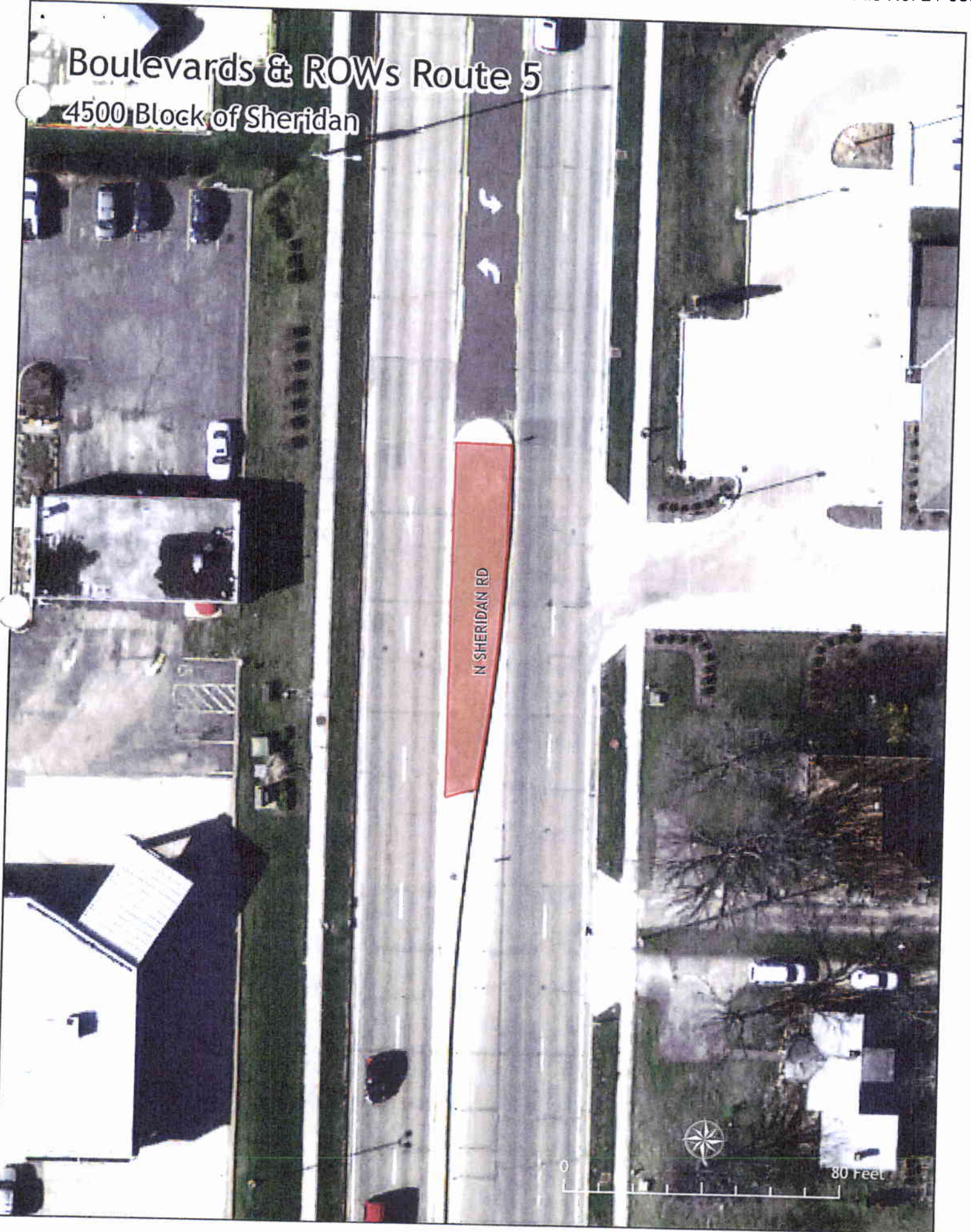
N BIGELOW ST

W GLENCREST DR



# Boulevards & ROWs Route 5

## 4500 Block of Sheridan



N SHERIDAN RD

0 80 Feet



# Boulevards & ROWs Route 5 Lyndale Road

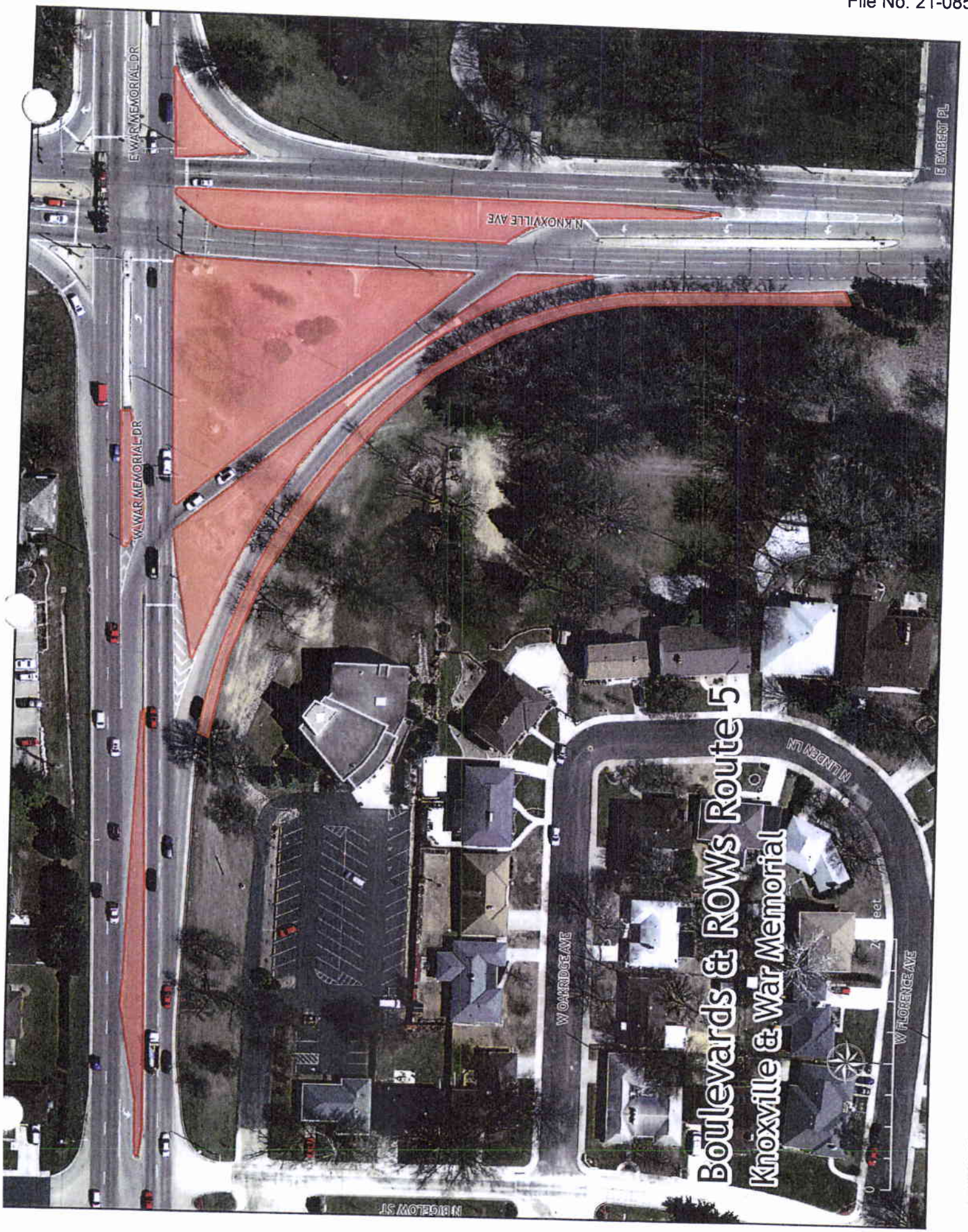
N CALIFORNIA AVE

E LYNDALE RD

80 Feet







# Boulevards & ROWs Route 5 Knoxville & War Memorial

15 MCGIBBEN ST

2 feet

W FLORENCE AVE

N LINCOLN LN

W OAKRIDGE AVE

W WAR MEMORIAL DR

E WAR MEMORIAL DR

N KNOXVILLE AVE

E BENT PL

# Boulevards & ROWs Route 5 War Memorial Drive



720 Feet



E JEWURST AVE



# Boulevards & ROWs Route 5

ESDA



0 160 Feet

# Boulevards & ROWs Route 5

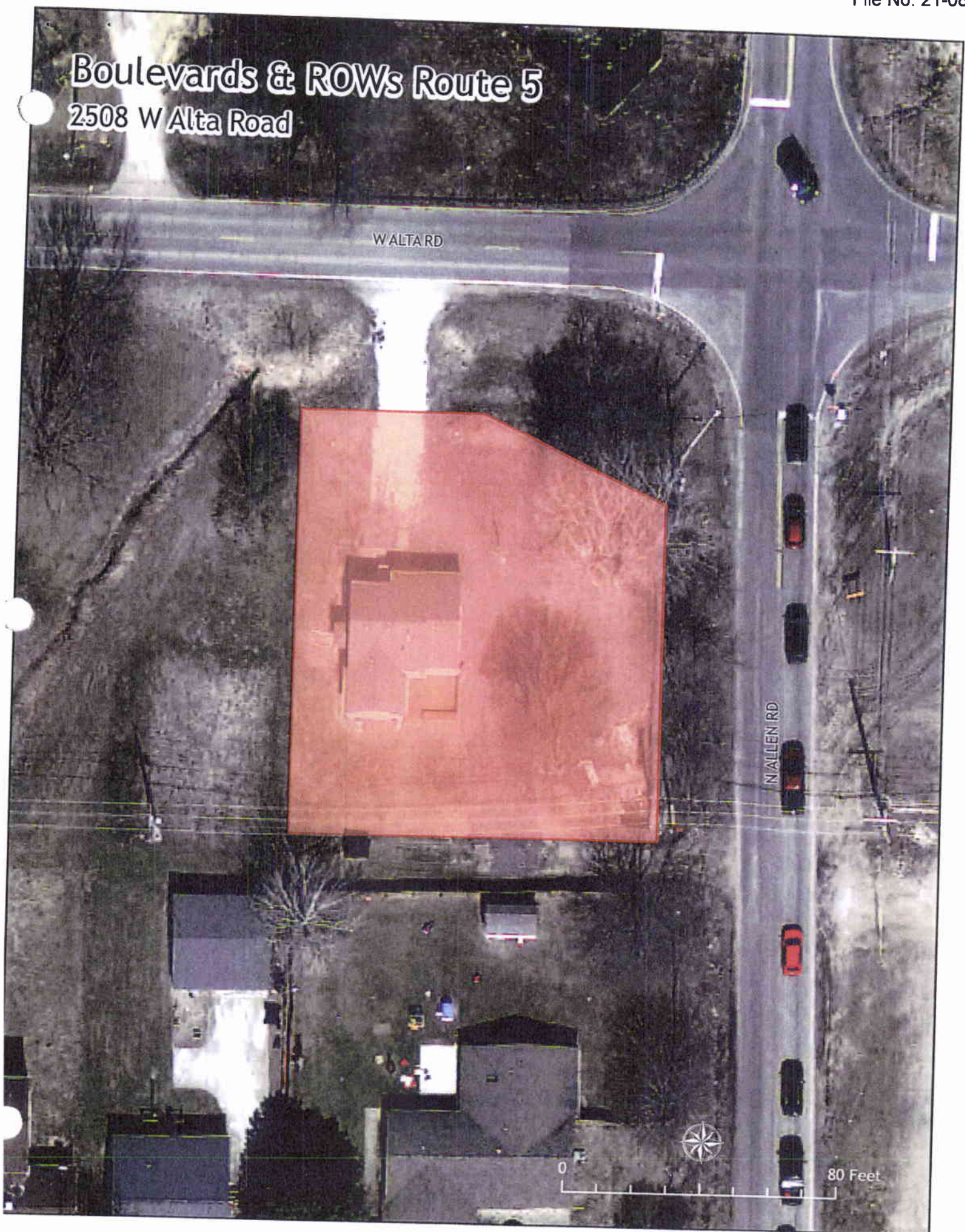
2508 W Alta Road

WALTARD

N ALLEN RD

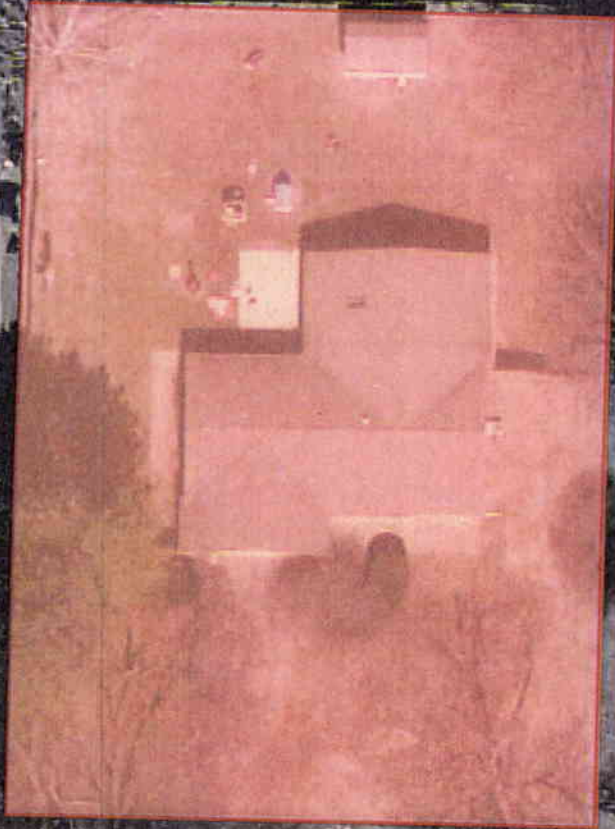


0 80 Feet



# Boulevards & ROWs Route 5

2509 N First Street



N ALLEN RD

W FIRST ST



0 80 Feet



**Boulevards &  
ROWs Route 5  
War Memorial Drive**

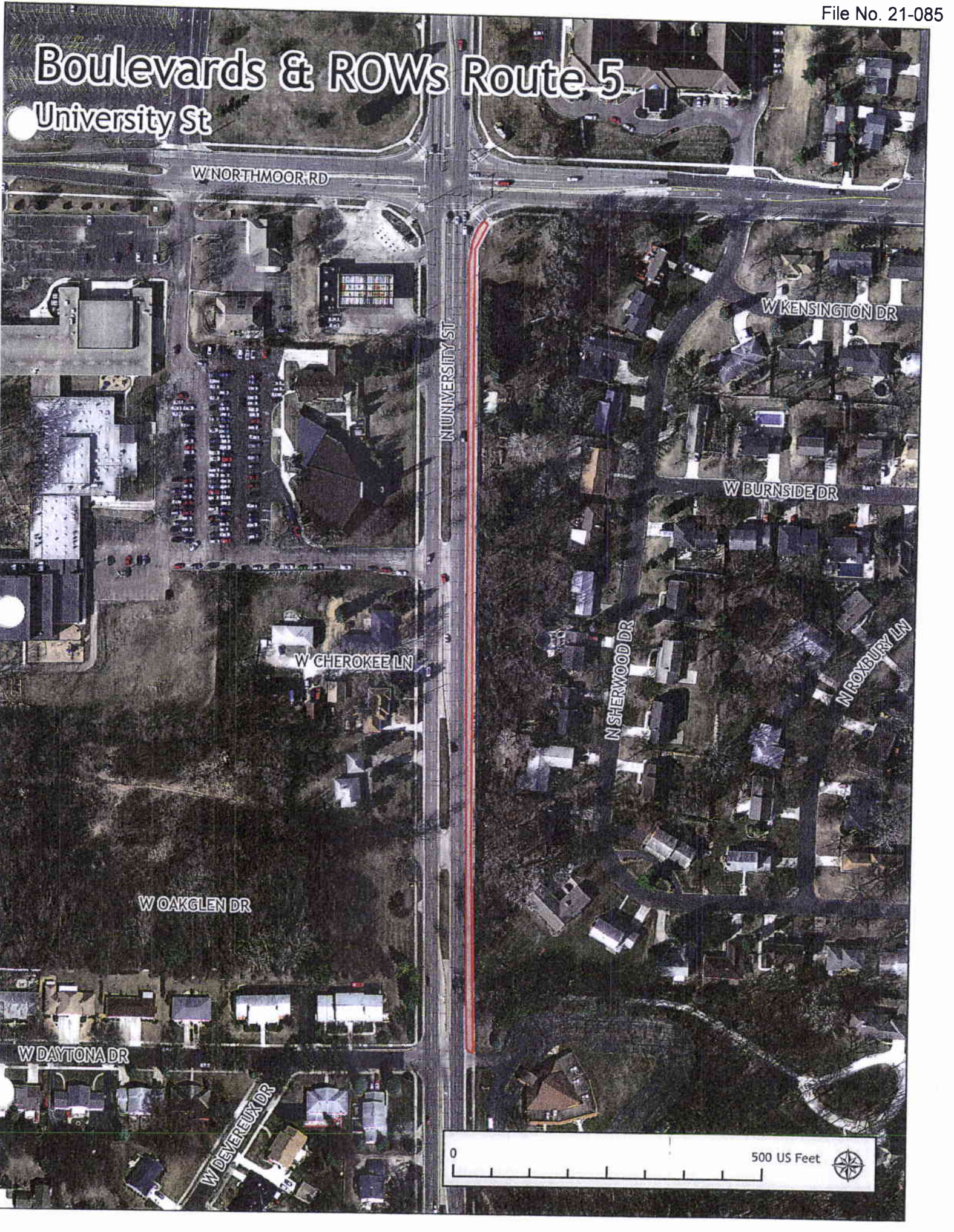


250 Feet



# Boulevards & ROWs Route 5

University St



W NORTHMOOR RD

UNIVERSITY ST

W CHEROKEE LN

W OAKGLEN DR

W DAYTONA DR


W DEVEREUX DR

W KENSINGTON DR

W BURNSIDE DR

N SHERWOOD DR

N ROXBURY LN

0 500 US Feet 





WALTARD

N ALLEN RD

W FIRST ST

**Boulevards & ROWs Route 5  
Allen & Alta Roads**



0 120 Feet



# Boulevards & ROWs Route 5

## Alta Ln from Radnor to Allen

N RADNOR RD

W PILGRIMS WAY

W ATINGHAM PK

W ST CHARLES PL

W GROSS DR

W IRON

W NOBAG CT

W TRAILS

W EDGE DR

W SUNRISE CT

W SUNSET CT

W PHEASANT LN

W BENTON CT

W WALFARD

W WINDFLOWER CT

N BALTIC ST

W FIRST ST

N PACIFIC ST

W THIRD ST

N WULBURN ST

N HERRIOT LN

N ALLEN RD

N MEGAN CT

N ANDY CT

W YAN WINKLE WAY

W WILDER ST



1,500 US Feet

0

# Boulevards & ROWs Route 5

## Allen Rd from Route 6 to Alta Rd

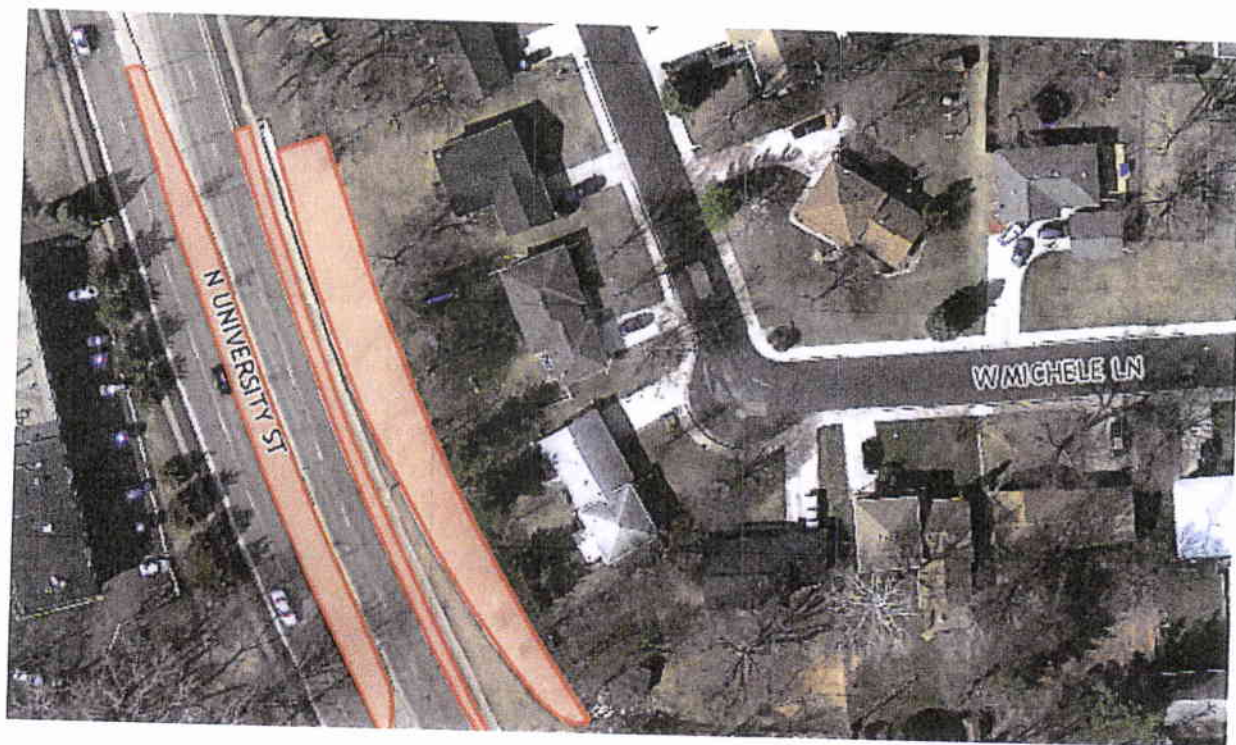


# Boulevards & ROWs Route 5

## NW Corner of Alta Ln and Allen Rd



# University street hill



# Boulevards & ROWs Route 5

( Knoxville & Mount Hawley



W VERSAILLES DR

N KNOXVILLE AVE

W NORTHGATE RD

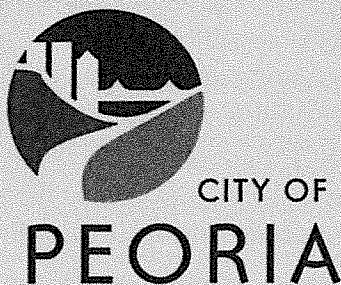
N MOUNT HAWLEY RD





**Boulevards & ROWs Route 15  
Brompton Ct**

0  
200 US Feet  
[Compass Rose]



SUBMITTED BY:

Walton Service, Inc.  
CONTRACTOR'S NAME

721 E. Glen Ave.  
CONTRACTOR'S ADDRESS

Peoria, IL 61616  
CITY, STATE, ZIP

STATE OF ILLINOIS  
CITY OF PEORIA  
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL  
QUANTITIES AND CONTRACT PROPOSAL

FOR

**FACILITIES/BLVDS./ROW MOWING – Route(s) #5**

TO BE CONSTRUCTED UNDER THE PROVISIONS OF  
THE CITY OF PEORIA

**RFP Responses Due: Thursday, March 4, 2021 at 10:00 AM**  
**AWARDED by CITY COUNCIL: March 23, 2021 Item #21-085**

  
\_\_\_\_\_  
Sie Maroon, Superintendent of Operations





**CITY OF PEORIA**  
**NOTICE OF REQUEST FOR PROPOSALS:**

**FACILITIES, BOULEVARDS and RIGHTS-OF-WAY MOWING**

Multiple Locations

PEORIA, ILLINOIS

**STATEMENTS DUE:** 10:00 AM Thursday, March 4, 2021

The City of Peoria is requesting Proposals from lawn care professionals to mow and maintain the facilities, boulevards and rights-of-way in the City of Peoria. The City of Peoria's Public Works Department will accept sealed Proposals submitted to the Deputy Director of Operations, 3505 North Dries Lane, Peoria, Illinois, 61604 until 10:00 a.m. Thursday, March 4, 2021 for establishing a contract with a qualified team.

A Pre-Bid meeting will be held on Friday, February 19, 2021 at 10:00 AM at Peoria City Hall, 419 Fulton Street, Room #400, 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](http://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 "FACILITIES, BOULEVARDS and RIGHTS-OF-WAY MOWING PROPOSAL, CITY OF PEORIA. Request #05-21" 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: Deputy Director 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/its 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 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/it 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 himself/herself/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" for 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/Vendors responding to this RFP. The City reserves the right to accept or reject any or all responses. All information submitted in response to this request will become City property.

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 Proposers/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](http://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 Proposers/Suppliers/Contractor/Vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors 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: 03281-210930

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

**1.16 GOOD FAITH EFFORT 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. 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 Proposer/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 be 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 Proposer/Vendor/Contractor and subcontractors must register at [www.eprismsoft.com](http://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 Deputy Director 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. and 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 his/her/its own expense, all permits and licenses which may be required to complete the contract.

**2.11 INSURANCE**

The successful Proposer shall obtain, at his/her/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 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 (2) 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 Proposer/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 Proposer/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 Proposer/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 Proposer/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 (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 facilities, boulevards and right-of-ways to the City of Peoria requirements. The City understands that it is essential that the boulevards and rights-of-way are mowed and trimmed to maintain the beauty of the neighborhood. The City of Peoria is responsible for lawn mowing and maintaining over 95 locations of boulevards and right-of-ways that consist of approximately 78 acres. City staff is looking for Contractors to provide these services.

Contractor shall provide all labor, tools, and equipment to mow, trim, and remove litter and planting at select facilities, boulevards and right-of-ways within a designated route as assigned by the City of Peoria.

#### **4.0 ROUTES**

The City is requesting proposals on six (6) 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 facilities, boulevards and right-of-ways in their selected route. Each route must be mowed, trimmed and landscaped to the requirements set forth in this document and as discussed with the selected Contractors, not to exceed fifteen (15) mows unless otherwise specified by the Contract Supervisor.

The City reserves the right to add or remove locations from the routes at any time during the duration of the Contract at its discretion. Any additional facilities, boulevards and rights-of-way 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 properties.

The following should be included in the scope of services:

1. Facilities, boulevards and right-of-ways shall be mowed at regular intervals. All vegetation (grass and weeds, etc.) will be mowed when it is between a minimum of four (4") inches and a maximum of six (6") inches tall.
2. All vegetation will be cut to a height of less than four (4") inches and shall be neat in appearance.
3. Vegetation shall not exceed six (6") inches in height at any time.
4. Trimming is required around utility poles, fence lines (at least two feet on both sides), trees, sidewalks, signs, shrubs, ground cover growth, flower beds, hydrants and all other obstructions that cannot be cut with mowers must be trimmed with hand-held equipment.
5. Trimming must be completed during every mowing cycle to ensure a neat appearance of the lawn.
6. Strips of vegetation left between cuts and areas mashed down by equipment tires and left unmown will not be acceptable and will require re-mowing at no additional charge. When mowing along one side of a sidewalk, the Contractor must mow a 12"-wide strip on the opposite side of the sidewalk.
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 of each boulevard and/or right-of-way 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 via email.
12. All scrub trees less than three (3") inches in diameter will be cut and removed.
13. All work on a facility, boulevard or right-of-way must be completed before the Contractor proceeds to the next job on the route. 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 approximate and not exact.
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 a property, personal property or adjoining properties, they shall report it to the City's Contract Supervisor immediately.
22. The Contractor will not be paid for facilities, boulevards and/or right-of-ways mowed by others.
23. The City reserves the right to add or eliminate facilities, boulevards and right-of-ways. Any additional facilities, boulevards and right-of-ways will be mowed at the same contract unit price.
24. After notification by the Contract Supervisor that a facility, boulevard and/or right-of-way has not been mowed under the terms of the scope of services, the Contractor will have two (2) business days to correct the issues or parcels will be re-assigned to another Contractor. Contractor must immediately notify the Contract Supervisor they have been corrected via email with a photo. 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 COMMUNICATION**

Preferred method of contacting the Contract Supervisor is via email at [sdjohnson@peoriagov.org](mailto:sdjohnson@peoriagov.org) or voicemail (309/494-8866). Please reserve calling the Contract Supervisor's cell phone for emergencies only. (309/417-6730). His hours are Monday through Friday 6:30a.m. to 3:30p.m.

#### **7.0 CONTRACT PRICE**

Contractor will be paid a flat rate per facility, boulevard and right-of-way 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.

#### **8.0 CONTRACT DURATION**

It is anticipated that, once Contractors are selected, the mowing contract will start in mid- or late April and could continue through December 31, 2021, weather permitting. Specific timelines will be mutually agreed upon between the selected team and the City of Peoria.

#### **9.0 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 will result in the remaining properties in cycle being assigned to another Contractor/Vendor.

#### **10.0 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 Contractors' capabilities. The Contractor will provide the Public Works Department a business telephone number which will be answered between 6:30 A.M. and 3:30 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.

#### **11.0 DEBRIS REMOVAL**

The Contractor will be required to remove minor debris on each parcel. 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 within 12 hours after being notified. If there has been illegal dumping of immediately notify the Contract Supervisor to have the property cleaned.

#### **12.0 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.

#### **13.0 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.

#### **14.0 BILLING**

The billing shall be for actual work performed to date. Billing should include documentation of the date, address where the mowing and 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 (description 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. *[Hard-copy of Invoice template available from Contract Supervisor upon request.]*

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 five (5) days after the completion of the mowing cycle**

Invoices submitted after five (5) 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 parcel (facilities, boulevard or right-of-way) 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:sdjohnson@peoriagov.org) or fax to the attention of Shawn Johnson at 309/494-8855.

## **15.0 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.

### **15.1 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.

### **15.2 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.

### **15.3 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.

**15.4 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.

**15.5 NON-PROFIT (15 Points)**

Describe your non-profit program, if applicable.

**15.6 MBE/WBE PARTICIPATION (5 Points)**

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

**15.7 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.

**16.0 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 that 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.

**17.0 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.

**18.0 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. Parcel size and area.
5. Parcel location Route Map

**CRITICAL DATES:**

Selection will be made per the following Schedule:

RFP Advertised .....	February 13 <sup>th</sup> and 15 <sup>th</sup> , 2021
Pre-bid meeting at 10:00am .....	February 19, 2021
<i>Held at Peoria City Hall, 419 Fulton Street, Room #400, Peoria, IL 61602</i>	
Due Date for Proposals at 10:00 a.m. ....	<b>March 4, 2021</b>
Contract submitted to City Council Agenda process .....	March 10, 2021
City Council Meeting at which Contract is Recommended for Approval.....	March 23, 2021
Notice of Award Sent to Approved Contractor .....	no later than April 1, 2021

**19.0 PRE-BID MEETING**

A questions and answers session will be held at a Pre-Bid meeting Friday, February 19, 2021, at 10:00a.m., at Peoria City Hall, Room #400, located at 419 Fulton Street, Peoria, IL 61602.

**20.0 OMISSION OF SCOPE**

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

**21.0 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 Contract Supervisor, Shawn D. Johnson at [Sdjohnson@peoriagov.org](mailto:Sdjohnson@peoriagov.org) or by phone at 309/494-8866.



Date: 3-4-2021

### 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>89.00</u>	per facility, boulevard and right-of-way mowed
Route 2	\$ <u>71.00</u>	per facility, boulevard and right-of-way mowed
Route 3	\$ <u>44.00</u>	per facility, boulevard and right-of-way mowed
Route 4	\$ <u>99.00</u>	per facility, boulevard and right-of-way mowed
Route 5	\$ <u>43.00</u>	per facility, boulevard and right-of-way mowed
Route 6	\$ <u>81.00</u>	per facility, boulevard and right-of-way mowed

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.



CITY OF PEORIA  
PROPOSAL

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

PROPOSAL SUBMITTED BY:

Walton Service Inc  
Company

# 03281-210930  
Peoria EEO Certificate of Compliance Number


721 E. Allen Ave  
Address

Peoria Heights IL 61616  
City State Zip

309-340-6911 waltonserviceinc@gmail.com  
Daytime Telephone # Email address

309-340-6911 Steve Walton  
After-hours Telephone # Contact Person (Please print or type)

Steve Walton President  
Name of Authorized Agent or Officer Title

  
Signature of Authorized Agent or Officer

PLEASE MARK ENVELOPE as per Paragraph 1.3:  
"Facilities, Boulevard and Right-of-Ways Mowing and Maintenance Proposal,  
City of Peoria - Request #05-21"