

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

51-16

This agreement, made and entered into this 25th day of January, A.D., 2017 by and between the City of Peoria, a municipal corporation, party of the first part, and Jimax Landscaping, 7001 N Vauxhall Drive, Peoria, IL 61615, 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.

In accordance with the attached specifications, council communication and proposal, Jimax Landscaping will cut weeds and remove litter from properties as directed by the Code Enforcement Division of the Community Development Department

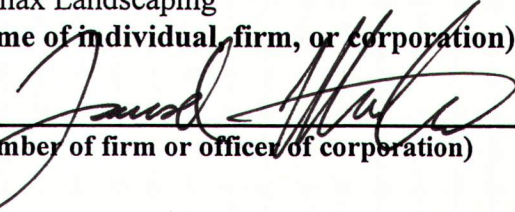
The Rates and Specifications are figured in accordance with prices listed in the attached proposal #51-16 and council communication #17-022 beginning January 25, 2017 and ending December 31, 2018.

THE CITY OF PEORIA

By 
City Manager

PARTY OF THE SECOND PART

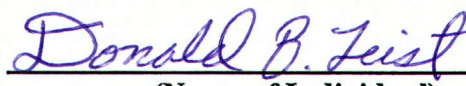
Jimax Landscaping
(Name of individual, firm, or corporation)

By 
(Member of firm or officer of corporation)

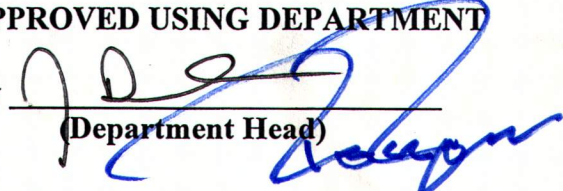
APPROVED FINANCE DEPARTMENT

By 
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By 
(Name of Individual)

APPROVED USING DEPARTMENT

By 
(Department Head)



Legislation Details (With Text)

File #: 17-022 **Version:** 1 **Name:**

Type: Contract **Status:** Consent Agenda

File created: 1/11/2017 **In control:** City Council

On agenda: 1/24/2017 **Final action:**

Title: Communication from the City Manager and Community Development Director with a Request to APPROVE a CONTRACT with JIMAX LANDSCAPING for Grass Cutting and Debris/Litter Removal on Private Property for 2017 and 2018.

Sponsors:

Indexes: Goal 1 - Financially Sound City Government, Effective City Organization, Goal 2 - Grow Peoria: Businesses, Jobs, and Population, Goal 3 - Attractive Neighborhoods with Character: Safe and Livable, Grow employers and jobs., Have an efficient government., Reinvest in neighborhoods

Code sections:

Attachments: 1. Weed and Litter 51-16 Scoring Summary, 2. 51-16-Weed-and-Litter-2016_1481670503_add, 3. Environmental Enforcement Process (2).pdf

Date	Ver.	Action By	Action	Result
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ACTION REQUESTED:

Communication from the City Manager and Community Development Director with a Request to APPROVE a CONTRACT with JIMAX LANDSCAPING for Grass Cutting and Debris/Litter Removal on Private Property for 2017 and 2018.

BACKGROUND: The Community Development Department is responsible for ensuring private property is maintained (grass, weeds, debris, litter, etc.) at a level determined by City of Peoria code. If a property owner fails to maintain the property, the City hires a private contractor to complete the work at the expense of the owner. This contract is challenging for most small landscaping companies, as heavy-duty equipment for mowing difficult lots is often needed. In addition, due to a major problem of illegal dumping, large construction equipment is also necessary.

During the prebid meeting, emphasis was put on the quality of work being performed. As part of this contract, scrub trees will be eliminated from fence lines, litter will be cleaned up before mowing, and alleys will be cut. Bid prices from contractors have increased; however, an expectation of better quality for our neighborhoods is also expected. The contractor's performance will be managed strictly to ensure this occurs.

In 2016, the Community Development Department executed 5,000 work orders on private property. The cost of work orders performed is the responsibility of the private property owner. The owner is billed for the cost of the work order along with the code-established administrative fee. Unpaid invoices are placed as liens on the property and attached to the following year's property tax bill.

The Request for Proposal was issued, and the City of Peoria received three (3) complete proposals. The proposals were evaluated based on approach, experience, price, qualifications, and MBE/WBE participation. The RFP and a pricing summary sheet is attached.

JIMAX Landscaping has been the primary contractor for the City of Peoria Community Development Department for private property work orders for the last few years. They have done a good job executing the contract and been a valuable partner on other neighborhood projects throughout the City of Peoria. In 2016,

the workforce of JIMAX Landscaping was made up of fifty percent minorities who primarily lived in neighborhoods where work orders were being executed. JIMAX has the same hiring goals for this contract.

The City of Peoria budgets \$200,000 annually for the execution of this contract which covers private property, Public Works, who oversees the maintenance and contract for Peoria County Trustee and City of Peoria lots, manages a separate contract for those properties.

FINANCIAL IMPACT: Amount budgeted as part of 2016-2017 budget process. If budgeted amount does not last through 2017, a budget amendment will be brought back to Council for a decision to increase the line item or stop work orders for the year.

NEIGHBORHOOD CONCERNS: Blight is eliminated in neighborhoods when private property is maintained.

IMPACT IF APPROVED: JIMAX will be awarded contract and property owners refusing to come into compliance will be billed for work.

IMPACT IF DENIED: Works orders will not be executed.

ALTERNATIVES: NA

EEO CERTIFICATION NUMBER:

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2014 - 2029 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Attractive Neighborhoods with Character: Safe and Livable
2. Financially Sound City Government, Effective City Organization
3. Grow Peoria: Businesses, Jobs, and Population

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Reinvest in neighborhoods.
2. Have an efficient government.
3. Grow employers and jobs.

DEPARTMENT: Community Development



**CITY OF PEORIA
WEED and LITTER PROPOSAL
REQUEST #51-16
PROPOSAL
SUBMITTED BY
JIMAX LANDSCAPE LLC**

COVER LETTER

JIMAX LANDSCAPE LLC is a small business located at 2000 West Clark Street in the City of Peoria. JIMAX LANDSCAPE LLC specializes all things outdoors. JIMAX was founded by James Kosner and Jerry Kosner with Jarrod Martis joining the company in its early stages. The company has for the past five years worked diligently with various agencies of the City of Peoria performing Code Enforcement cleanup and emergency response situations.

JIMAX LANDSCAPE LLC is currently developing an electronic work order and picture delivery system with One Hat Design Studio. This system will enable the Code Enforcement officer (or any front-end user) to utilize any tablet to take pictures, enter data for the work order and send the work order directly to JIMAX. When the work order is entered, the data is automatically entered into a secure database. The secure database will be co-located at both the front-end user's location and at the JIMAX location. Once the JIMAX receives the work order, the work order will be assigned to a crew and routed electronically to the crew on a daily basis. When the crew accepts the work order, the date and time is recorded. The pictures that are taken before the work is started and upon completion will be placed into the same electronic file as the work order and the work order is time stamped with the completion time and date, along with the per task amounts for the work order. The software will then do all calculations and enter the data into the database for each work order. The work order will then be routed back to JIMAX for approval and submittal for payment. Ultimately, this system will virtually eliminate the need for hard copy work orders. Lost, missing, or duplicate work orders should be eliminated.

Jarrold Martis is the President of JIMAX Landscape LLC. Jarrod studied Mechanical Engineering at the University of Illinois. Jarrod has performed agricultural research at the University of Illinois Chicago Circle campus and with the United States Department of Agriculture. Jarrod also holds a commercial pesticide license for applicator, operator, right of way, ornamental, turf, aquatics and mosquito abatement.

In May 2016, James Copes joined JIMAX Landscape LLC to work on new processes and procedures to help streamline the tasks performed by JIMAX for the City of Peoria. James brings 38 years of experience with Caterpillar, working for nine years in the defense contracting and defense logistics segment at Caterpillar. James has an MBA and is a 6Sigma Black Belt.

JIMAX Landscape LLC maintains a Drug Free Workplace through pre-employment screens as well as randomized testing through MEDTOX Laboratories. Safety training is emphasized at the beginning of each season with several days dedicated to review and implementation and meetings are conducted weekly with crews to reiterate these points. **It is our corporate goal at JIMAX to hire a 50% minority work force during the summer season.**

Authorized Personnel:

Jerry Kosner
Jarrod Martis
James Copes

Letter of Introduction and Company History

Established in 2007, JIMAX Landscape was converted to JIMAX Landscape LLC in 2013. JIMAX continues to grow through acquisition of commercial accounts and continuing relationships with municipalities in the area. We continually invest in newer equipment and techniques to better serve our customers and look forward to continually improving in the future. JIMAX Landscape LLC maintains a Drug Free Workplace through pre-employment screens as well as randomized testing through MEDTOX Laboratories. Safety training is emphasized at the beginning of each season with several days dedicated to review and implementation and meetings are conducted weekly with crews to reiterate these points. It is our corporate goal at JIMAX to hire a 50% minority work force during the summer season.

Scope of Project

JIMAX wishes to acknowledge the scope of work detailed in the Request for Proposal and give our confident assessment of our readiness to fulfill the goals and stipulations as outlined therein. We at JIMAX are more aware than ever of the scope of this work in its entirety, and the expectations that the Department of Code Enforcement places on contractors for quality and work load requirements. We have maintained this contract with the City of Peoria Code Enforcement since 2012, and are always working with the department for improvements in efficiency, quality, and timeliness. JIMAX is continually reinvesting profits into maintaining existing equipment to its highest standards, as well as the purchase of more specialized and efficient equipment to better satisfy the needs of our customers, including the City of Peoria. JIMAX has maintained a contract with the City of East Peoria Code Enforcement for 5 years, and has extended the contract again for the 2016-2017 season. We maintain a resilient workforce, capable of meeting high demand in times of high work load. We understand as well as anyone the requirements of the City to maintain enforceable standards on privately owned parcels, and the logistical requirements bestowed on such a large undertaking of maintaining numerous neglected lots. Taxpayers expect a level of maintenance on neighboring properties, and to this end the City is indebted to them to enforce requirements on these properties, and when required to complete the work themselves. High standards and rapid response to those in violation of said standards is beneficial to all parties involved; including the residents of and the City itself. Meticulous and broad application of these same standards helps to increase property values of adjacent private and publicly owned lots, sparks economic development of neglected areas for wider tax bases, reduces violent crime, and negates further cost incurred by the City in future maintenance of these same areas. As has been proven, neglect in issuing or timely completion of work orders leads to rapid decay of the situation, inciting further neglect, illegal debris dumping, and affording criminal enterprises more operating room. In the past, vacant properties have been cited specifically as areas of high density of criminal activity, and work orders issued to open up sight lines and maneuverability for City of Peoria Police. In speaking with Code Enforcement and Police officers, crime reduction in these areas is drastic and pronounced in direct relation to the issuance of these work orders and completion thereof. Finally, council members are obligated to their constituents to provide safe and effective solutions to properties in violation, and we maintain personal relationships with several council members to ensure their satisfaction, and by extension the satisfaction of the residents of the City of Peoria. In fact, the response from the citizens themselves has been one of sincere gratitude and appreciation of our hard work and the City's own management of these properties.

Approach to project

The request as outlined falls well within the scope of the professional and labor services offered by JIMAX to its' municipal and commercial customers. Our firm has managed large scale projects of a similar nature for the City of Peoria, as well as various other municipal entities, commercial customers, and non-profit organizations. Our field staff is well trained to accommodate the services as needed, and our emphasis on innovation and an ever greater knowledge base allows us to grow to meet the needs of our customers in an efficient and timely manner, ensuring the necessary skill set for awarded work. JIMAX particularly understands that the needs of this contract are heavily logistics based, and is uniquely situated to the requirements of those logistical constraints. The front end work of delivering manpower and equipment to the job site and completing the outlined requirements is difficult enough, but the larger undertaking of the back end logistics is where JIMAX can excel to provide the most efficient and cost effective solution to the Code Enforcement process stream. For example, we are currently developing an in-house, fully digitized solution to the paperwork management, routing, picture processing, and tracking requirements of completing roughly 5000 discrete job assignments on a yearly basis. This system would allow greater transparency to the City for overview of JIMAX timeliness, greater completion rate, and minimal if any lost or overlooked work orders. We believe that the efficiency gains inherent in such a system would enable much greater timeliness and accuracy in issuance and return of work orders to the city, as well as allowing better data tracking and reducing inspector work load in the field and office. As a continued example of the ability to provide these services, JIMAX operates at a much higher level in field of waste stream management, providing a safe, clean, and sustainable path for both debris and brush material. All debris is removed from the City, to its landfill, with daily scale tickets to this effect. Brush and landscape waste is removed from the City to certified landscape debris recyclers, who chip the material into products for mulch and energy production. This same material is used in City landscaped areas to beautify and protect from weedy plant growth at no material cost to the City. We firmly believe that no other interested parties have the equipment and logistics management to legally and safely dispose of the material generated from these activities at a rate that can match the issuance of work orders by the City, to say nothing of the manpower and equipment required to complete the work orders as issued in a timely fashion.

JIMAX employs roughly 12 full time employees, with an increase in peak months to upwards of 25. Specifically for this proposal, JIMAX will specify a crew size of 2, with 5 dedicated 2 person crews at all times. This amount can be scaled as needed in the summer months to supply the necessary labor force for timely completion. JIMAX has equipment available to dedicate to this contract to complete all work orders as assigned. This proposal also leans somewhat to the professional services side, and thus will require additional oversight from top management and office personnel. JIMAX employs an executive team of 4, with 1 dedicated to data management and workflow logistics. This proposal will require office time, and a substantial commitment from higher level field management. However, our men in the field are well trained on using their skills and knowledge to proceed with a best solution, not necessarily only what is included on the work order.

References

City of East Peoria Code Enforcement

Mark Pinquard

Lead Inspector

(309) 397-0635

Robert Cole

Director

(309) 397-0692

City of Peoria Public Works

Sie Maroon

Streets Department Supervisor

smaroon@peoriagov.org

Andrea Klopfenstein

City Engineer

aklopfenstein@peoriagov.org

Recent Experience

JIMAX has been involved in numerous related and tangentially related projects. Our focus remains heavily geared toward our municipal and commercial customers, and we continually strive to improve process, efficiency, and knowledge base aspects to better serve these customers. JIMAX has maintained City of Peoria Code Enforcement since 2012, and City of East Peoria Code Enforcement since 2013. JIMAX has also maintained 24 hr a day response capabilities for the City of Peoria and East Peoria for these same time periods, and has serviced these requirements with a less than 1 hr response time. The City of East Peoria workload is roughly 30 mowing work orders a week maximum in the heart of the grass growing season. The City of Peoria Code Enforcement contract has now been conducted in its majority by JIMAX since the autumn of 2013. Policy in 2017 is work orders completed in 5 days and returned in 7 days. JIMAX now employs full time office staff to conduct work order efficiency routing, database work order tracking, picture storage and correlation, and filing duties. Company leadership oversees crew leadership and responds to quality and timeliness concerns as needed. Included in this proposal are dedicated crews and equipment, with an additional 2 crews added over previous years to cope with more stringent timeliness and work load, including reduction in severely overgrown lots.

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

Section 1- Staff/Crews

JIMAX has been working diligently to further train crew leaders so that we may run more crews and hire workers from Peoria as needed in the heavy work load months. We now will have the capacity to run 7 fully dedicated crews on this work, with the option of expanding further if the situation should dictate in the coming months. Below is listed the crew chiefs and secondary workers, with special notes as needed in their respective sections and generic temporary hire slots for placement in early summer. All crew chiefs are fully trained in safety and quality expectations, have been employed for at a minimum 3 years, and have worked on Peoria Code Enforcement a minimum of 2 years. Office staff is trained on our internal software, the City of Peoria filing mechanisms, picture logging and storage, and prompt response to emergency work. JIMAX maintains two full time mechanics for minimal downtime of equipment and vehicles. Both are available 24 hrs a day for rapid response. JIMAX employs 3 qualified commercial pesticide applicators for herbicide application as needed and assigned.

Crew 1 (South Peoria/District 1): Ken Bollinger and David Steivel (Disabled American Veteran)

City Pickup 1, Flatbed Trailer, 60" Commercial Mower

Crew 2 (Bid and Large Jobs/Entire City): Josh Rynearson and Temporary Minority Hire

City Pickup 2, Gooseneck Flatbed Trailer, CAT 259C2 Multi Terrain Loader with Grapples
Josh Rynearson is also a primary Code Enforcement contact and Code Enforcement Director for JIMAX

Crew 3 (District 1): Harvey Snider and Temporary Minority Hire

City Dump Truck 1, Flatbed Trailer, 60" Commercial Mower

Crew 4 (District 3): Debbie Rynearson with Temporary Female Hire

City Pickup 3, Dump Trailer, Kubota Tractor with Belly Mower and Brush Mower

Crew 5 (Council District 2 and 4/5): Adam Maroon with Temporary Minority Hire

City Dump Truck 2, Flatbed Trailer, 72" Commercial Mower

Section 2- Fall and Winter Crew Availability

Crew 1: Josh Rynearson and Adam Maroon

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

Crew 2: Ken Bollinger and Harvey Snider

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

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

Section 3: Hiring Policy

Minority Hiring Policy Definition for Temporary Workers

Disabled American Veterans from South Peoria and East Bluff

Minority South Peoria Residents

Minority East Bluff Residents

Minority District 2 Residents

Urban League Felony Offenders

Female Single Mother's Peoria Residents

JIMAX strives to hire local employees, including veterans, minority workers, and women from the respective areas as listed above. We seek to hire a diverse and inclusive work force from the broad range of Peoria neighborhoods that work orders are issued in. We believe that not only does employment for local citizens increase the overall wealth and wellbeing of Peoria, by hiring from Peoria neighborhoods themselves we can help to re instill the pride in these areas that helped to make Peoria such a great city in which to live and work. JIMAX starts all workers above the State of Illinois minimum wage to ensure a quality work force and economic spending power in the Peoria Area. JIMAX is committed to a drug free workforce, both for our core workers and temporary employment workers, as this helps to ensure safety of workers and citizens alike and promotes healthy communities. Our policy is included as an addendum.

Section 4: Equipment and Vehicle Inventory, with Insurance Policies

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

Section 5: Data and Photographic Evidence Management and Accountancy

We at JIMAX are aware of the issues that have arisen in the past concerning work order filing times and accountancy, including photo management. We have instituted new policies in this area to decrease our turnover time for City filing requirements and have developed adequate and secure photo storage capabilities as well as commercial color printing capability. To this end, paperwork and photographs are managed by full time office staff on an internally maintained and developed database and standalone system. The database includes all City of Peoria filing metrics, as well as those we see fit to monitor. Included in this database is direct links to a separately maintained photograph file server, allowing us to track work order pictures and reproduce them as needed by the City or ourselves. The efficiency and effectiveness of this new system has already made itself apparent in the filing of the 2016 City Work Orders. Work orders are added to our system as they are received from the City, routed for completion by office staff, completed by crews in Peoria, returned to the City. Also added to this system are the photographs of the work orders started and completed. Upon receipt of Finance paperwork, the database is again updated to reflect the payments made, and verified against work orders to eliminate billing discrepancies. This database is fully queried, meaning any of the included fields can be searched against any of the other fields. As an example, JIMAX office staff could query the system to return a discrete list of work orders received (by JIMAX) versus work orders completed and returned to Code Enforcement, giving an immediate and complete overview of outstanding work orders and the issuance dates and expected completion dates. This kind of database enables rapid and comprehensive management and record verification. We believe this system to be a complete solution, along with our office staff, of efficiently monitoring our operations for City of Peoria Code Enforcement. It is a massive improvement over the paperwork based solution previously employed, and is updated daily for accuracy. JIMAX has voiced concerns to the City in the past of the inherent inefficiencies of a paper based system in a computer based world. The City had responded they lack the personnel to implement and develop a system which could improve upon the system in place, and JIMAX has taken it upon ourselves to prove the efficacy of such a solution, bringing on board the necessary manpower to complete our vision of how the filing should be managed. Included in this proposal is a sample of the database and the worksheet currently employed by JIMAX. Also included is an overview of the system currently being developed in Peoria to further

increase accuracy and efficiency. The samples of the database contain protected information, including work order numbers, private addresses, and billing information, and as such are considered confidential information between JIMAX and the City of Peoria inclusive. We believe the database to be readily understood by personnel who are already familiar with the City's own internal filing mechanisms, as it was designed to parallel that same system, but any questions may be directed by email to our office James Copes. He may be reached at jimax.jcopes@gmail.com for any explanations the City deems necessary. All that being said, the database was designed to be an expandable entity, and we welcome any improvements and additions to further benefit the effectiveness of the Code Enforcement Division and JIMAX.

Section 6: Emergency Contacts for Code Enforcement

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

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

James Copes, Office Management
Available Regular Business Hours
(309) 363-2284
jimax.jcopes@gmail.com

Pricing Strategy

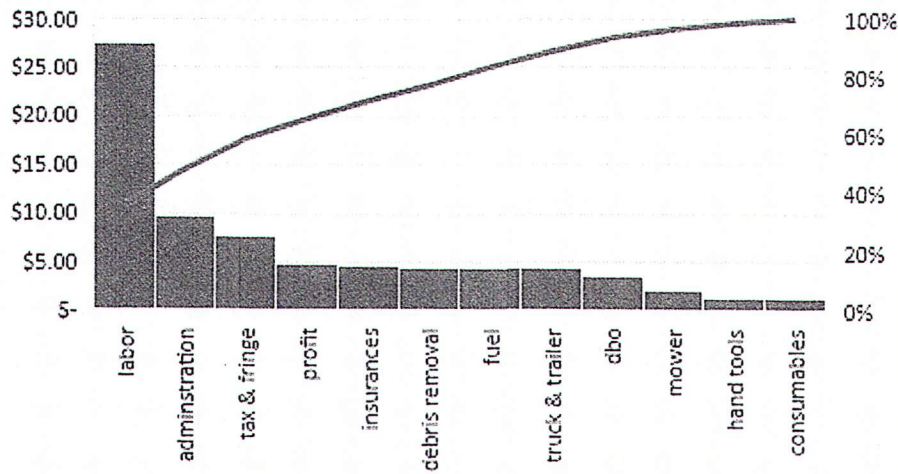
JIMAX is employing an open book strategy with regards to pricing of this proposal for 2016-2018. To this end, our costs incurred are reflected in the included amendments. Please note here that no risk premium is assessed against the City, as we believe our collected data is sufficient to propose an accurate fixed price contract strategy.

PRO FORMA per day		units			per day	per wo			
REVENUE		10			\$758.50	\$75.85	life	days	
EXPENSES									
salary fringes insurance		units							
foreman		10	\$15.90	hr	\$159.04	\$15.90			
laborer		10	\$11.67	hr	\$116.70	\$11.67			
fringe foreman		10	\$4.45	hr	\$44.53	\$4.45			
fringe laborer		10	\$3.27	hr	\$32.68	\$3.27	per yr	work orders	
workmans comp					\$46.80	\$4.68	\$28,080.00	6000	
liability			above						
automobile			above						
assets									
							years	days/yr	life days
mower			\$10,500.00		\$21.00	\$2.10	3 yrs	260	500
trailer			\$8,900.00		\$11.41	\$1.14	3 yrs	260	780
truck F350			\$42,000.00		\$32.31	\$3.23	5 yrs	260	1300
stihl hand tools									
		units	cost each				months	days/mon	life days
blowers		2	\$550.00	\$1,100.00	\$4.40	\$0.44	10	25	250
weed wackers		2	\$250.00	\$500.00	\$3.33	\$0.33	6	25	150
chain saw		2	\$379.00	\$758.00	\$5.05	\$0.51	6	25	150
debris removal									
							cost	yds per wk	work order
garbage					\$19.00	\$1.90	\$380.00	28	200
brush					\$25.00	\$2.50	\$750.00	20	300
tires					\$-	\$-			
fuel									
		gal	gal ea						
fuel truck		8.3116883	\$3.85		\$32.00	\$3.20			
fuel mowers		3.1168831	\$3.85		\$12.00	\$1.20			
administrative expenses									
		units	cost				costs	work orders	
salary					\$49.92	\$4.99	\$29,952.00	6000	
pictures		8	\$0.23		\$18.40	\$1.84			
software					\$27.78	\$2.78	\$25,000.00	9000	
dbo									
					\$36.00	\$3.60	\$21,600.00	6000	
consumables									
					\$12.50	\$1.25			
TOTAL					\$709.85	\$70.98			
GROSS PROFIT					\$48.65	\$4.87			
GROSS PROFIT %					6%	6%			

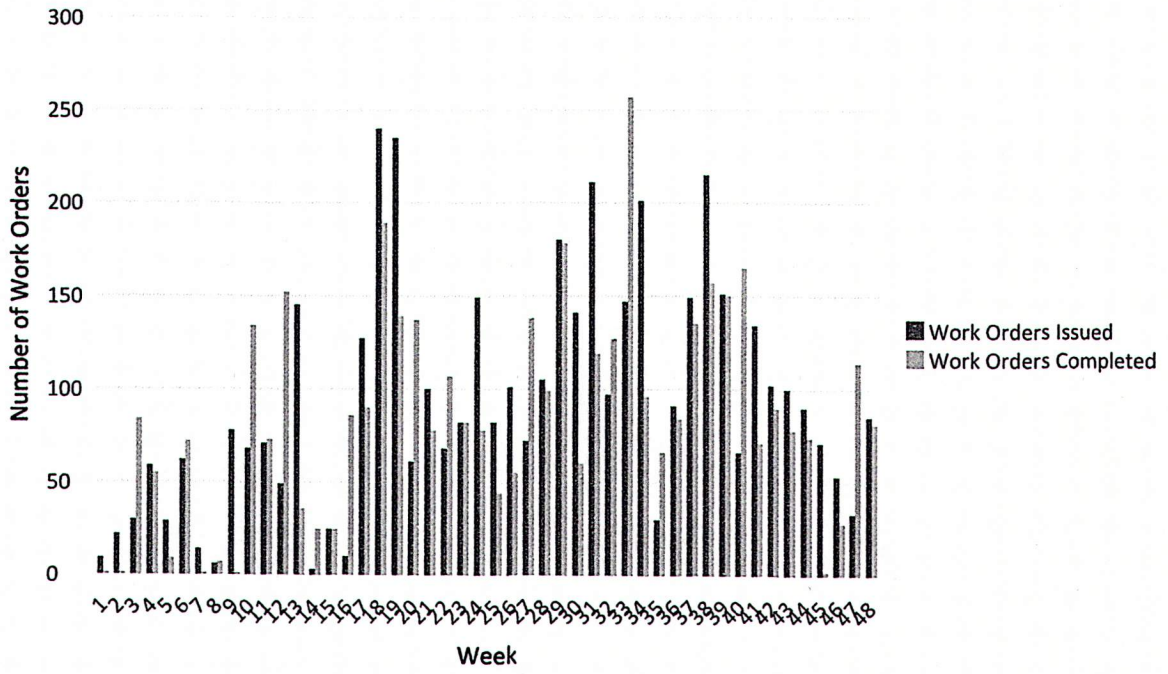
\$66.12 Hourly Rate Justification						
Work Order Revenue						\$75.85
Profit						\$(4.87)
Administration						\$(6.32)
DBO						\$(3.60)
Debris						\$(4.40)
Pictures						\$3.45
Profit						\$6.01
					TOTAL	\$66.12

Work Order Cost Justification

BASIC Work Order Costing



Work Orders Issued vs. Completed by Week



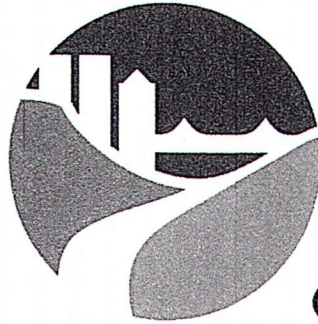
3	2002	Toro	ground master	72		diesel			\$8,000.00
4	2000	Toro	ground master	60		diesel			\$5,500.00
5	2009	Gravely	zero turn	72		diesel			\$5,500.00
6	2005	Toro	zero turn	60"	repower	gas			\$4,500.00
7	2005	Toro	zero turn	48"		gas			\$3,000.00
8	2011	Toro	grand stand	54"		gas			\$4,500.00
9	2009	Toro	grand stand	54"		gas			\$3,800.00
10	2000	Toro	proline	54"	repower	gas			\$2,000.00
11	1999	Toro	proline	48"		gas			\$1,800.00
12	1999	Toro	proline	42"	repower	gas			\$1,800.00
13	1999	Toro	proline	42"		gas			\$1,875.00
14	2012	Toro	push mower		commercial	gas			\$1,500.00
15	2008	Toro	push mower		professional	gas			\$500.00
									\$56,775.00

item	year	CONSTRUCTION	model	wheels	body	engine trans	body	color	value
1	2013	Caterpillar	316E	excacator					\$142,000.00
2	2014	Caterpillar	316F	excavator					\$182,000.00
3	2013	Caterpillar	289C2	track loader					\$46,780.00
4	2013	Caterpillar	259	track loader					\$39,870.00
5	2009	Bobcat	359	mini excavator					\$18,000.00
6	1998	John Deere	444E	wheel loader					\$28,000.00
									\$456,650.00

item	year	ATTACHMENTS	model	wheels	body	engine trans	body	color	value
1	2005	Pladium	sweepster	broom					\$3,000.00
2	2007	Pladium	60"	harley rake					\$3,500.00
3	2014	Case	60"	snow bucket					\$2,400.00
4	2007	Diamond	60"	grapple					\$2,200.00
55	2014	Pladium	72"	brush cutter					\$3,500.00
6	2007	Vermeer	BC1000	chipper					\$18,000.00
7	2009	Bobcat		demo hammer					\$6,000.00
8		ford	935						\$9,000.00
9			3	batwing mower					\$4,500.00
10		masey furgeson		tractor					\$4,500.00
11			3pt	brush hog					\$3,500.00
12			3pt	seeder					\$4,500.00
13			3pt	rake					\$1,200.00
14			3pt	weed sprayer					\$1,100.00
									\$66,900.00

JIMAX CORP									\$1,151,925.00
item	year	TRUCKS	model	wheels	cab	engine trans	body	color	value
1	2007	dodge ram	1500	4x4 SRW	quad	gas auto	pickup	black	\$9,000.00
2	2012	dodge ram	2500	4x4 SRW	regualr	gas auto	pickup 8'	white	\$16,000.00
4	2006	ford	F350	2x4 SRW	regular	gas auto	flatbed 8'	white	\$6,500.00
5	2003	ford	F350	4x4 DRW	regular	diesel stick	pickup	blue	\$9,000.00
6	2008	ford	F450	4x4 DRW	crew cab	diesel auto	pickup 8'	white	\$17,000.00
7	2008	ford	F550	4x4 DRW	regular	diesel auto	dump 8'	white	\$14,000.00
8	2006	ford	F350	4x4 SRW	regular	diesel auto	mechanics 9'	white	\$8,000.00
9	2004	ford	F350	4x4 SRW	extended	diesel auto	pickup 8'	blue	\$7,000.00
10	2000	ford	F550	4x4 DRW	regular	diesel auto	dump 9'	red	\$8,000.00
11	2002	ford	F550	4x4 DRW	regular	diesel auto	dump 9'	yellow	\$8,000.00
12	1999	ford	F550	4x4 DRW	regular	diesel auto	bucket	white	\$8,000.00
13	1999	ford	F350	4x4 SRW	regular	diesel auto	flatbed 9'	red	\$6,000.00
14	2000	ford	F350	4x4 DRW	crew cab	diesel auto	pickup 6.5'	white	\$6,800.00
15	1999	ford	F150	4x4 SRW	crew cab	gas auto	pickup 6.5'	tan	\$4,000.00
16	2006	ford	F350	2x4 DRW	regular	diesel auto	flatbed 12'	white	\$8,900.00
17	2008	ford	F450	2x4 DRW	regular	gas auto	flatbed	white	\$10,000.00
18	2006	ford	F550	2x4 DRW	regular	diesel auto	flatbed	white	\$12,000.00
19	2010	ford	F550	2x4 DRW	regular	gas auto	chassis cab	white	\$15,000.00
									\$173,200.00
item	year	Class 7 8 TRUCKS	model	wheels	cab	engine trans	body	color	value
20	1987	ford	L8000	2x4	regular	diesel auto	dump	green	\$4,200.00
21	1979	ford	cab over	2x4	regular	diesel auto	flatbed	red	\$3,200.00
22	1989	ford	F800	2x4	regular	diesel manual 6sp	flatbed crane	black	\$9,000.00
23	1995	ford	L8000	3x10	regular	diesel auto	dual dump	white	\$9,900.00
24	1995	ford	L8000	3x10	regular	diesel auto	dual dump	white	\$9,900.00
25	2003	sterling	3210	3x10	regular	diesel c-12 9 sp	tractor	yellow	\$25,000.00
26	1992	peterbilt	379	3x10	regular	diesel c-14 12 sp	tractor	white	\$16,400.00
27	1996	peterbilt	379	3x10	conv no sleep	diesel c-14 9 sp	tractor	blue	\$34,000.00
28	1998	freightliner	fld 120	3x10	conv sleeper	diesel cat c-15 15sp	tractor	red	\$17,000.00
									\$128,600.00
item	year	TRAILERS	model	wheels	cab	engine trans	body	color	value
1	2001	talbert	semi trailer	2axle DRW	35 ton	2015 purchase	lowboy	red	\$13,900.00
2	1998	fontaine	semi trailer	3axle DRW	45'	2016 purchase	lowboy	yellow	\$32,000.00
3	1997	trailstar	semi trailer	2axle DRW	45'	2015 purchase	walking floor	aluminum	\$17,000.00
4	2001	travis	semi trailer	2axle DRW	48'	2016 purchase	walking floor	aluminum	\$20,000.00
5	1988	dorsey	semi trailer	2axle DRW	28'	2016 purchase	dump	aluminum	\$15,000.00
6	1989	evans	semi trailer	2axle DRW	24'	2016 purchase	dump	yellow	\$32,000.00
7	2003	trailstar	semi trailer	2axle DRW	28'	2015 purchase	dump	red	\$25,000.00

**Request for Proposal
Weed and Litter
PROPOSAL # 51-16**



CITY OF
PEORIA

**ISSUED BY
DIVISION OF PURCHASES
City of**

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

WEDNESDAY, DECEMBER 28, 2016

**for furnishing the materials, or services
described herein.**

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

SUBMITTED BY:

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INSTRUCTIONS TO PROPOSERS

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

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

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

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

MAILING OF PROPOSALS— One (1) original and Three (3) copies of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

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

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

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

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

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

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

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

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

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

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

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

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

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

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

Compliance Reporting Minority/Female Worker Utilization

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

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

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

CONTRACT TERMS

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

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

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

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

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

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

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

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

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and

Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

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

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

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

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

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

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

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

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

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

GOVERNING - This contract will be governed by the laws of the State of Illinois. The

contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

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

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

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

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

Local Purchasing –

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

- (1) the lowest bidding local vendor is a responsible bidder; and
- (2) the lower-bidding responsible bidders are not local vendors; and

(3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

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

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

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

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

**CITY OF PEORIA, ILLINOIS
SPECIFICATION NO. 51-16 FOR
WEED AND LITTER REMOVAL
DATE: 12/8/16**

SCOPE OF WORK:

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

WORK ORDER:

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

showing the grass is above ten inches. In addition, the contractor must take before and after photos that mirror those of the photos attached to the work order. The Code Enforcement Division will provide the weed stick. If the grass is not ten inches, the contractor will contact the Code Enforcement Inspector before proceeding to ensure that grass is to be cut. The address, date, time and individual completing work shall be written on each picture. No payments will be issued unless both pictures are attached to the work order.

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

LANDFILL:

The contractor will dispose of the litter at an authorized EPA approved landfill or other approved methods (i.e. dumpsters). The contractor will pay for all dumping fees. The contractor may not use City of Peoria facilities for disposal. Tires will be disposed of in accordance with IEPA approved methods if disposed by the contractor. The contractors will make sure all tires are noted on the work order by the inspector. Verification of proper disposal will be required. If a discrepancy with the number of tires is found by the contractor on site, he or she must resolve with the inspector issuing the work order, before the tires are removed. A receipt must be presented with the quantity of tires on it, along with the address at the time of return of the work order. Any work order over \$150 automatically will require a dump receipt or receipt of disposal (for garbage, debris, yard waste and limbs) be attached to the work

order for payment. The City of Peoria can request receipts of disposal for any work order at any time. Failure to be able to produce the receipts is ground for immediate cancellation of the contract.

CONTRACT PERIOD: Contract shall be valid from date of award to December 31st, 2018.

RESPONSE TIME AND LIQUIDATED DAMAGES:

- The contractor must contact the Code Enforcement office once a day to see if there are work orders.
- The contractor shall pick up the work orders within 24 hours from the Code Enforcement Division, unless otherwise specified as an emergency.
- **All work orders must be completed within five (5) days of issuance.**
- **All work orders must be returned for payment to the Code Enforcement office within ten (10) days from the receipt of the work order.**
- Vendor agrees timely billing is essential, if a work order is not completed and returned for payment within ten (10) days the City will have the option to terminate the contract.
- The City and contractor further agree that should work orders not be returned completed to the Code Enforcement office after ten (10) days from the date of receipt of the work order without just and valid reason, that the contractor shall pay the City liquidated damages in the amount of \$50.00 and the contractor shall not be compensated for the work order and may be reassigned to the secondary **contractor**. The liquidated damages will be deducted from the next scheduled payment.
- The City reserves the right to limit the number of work orders assigned to the contractor.

COURT:

- **APPEARANCE:** The contractor and his or her employees that perform the work pursuant to this agreement shall be available to testify in court about the work performed. Failure of the contractor or the employee to keep the scheduled

court appearance will result in the contractor being assessed a \$25.00 no-show penalty that will be deducted from the next scheduled payment.

CONTRACT PRICE:

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

BILLING:

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

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

- Completed work orders may be turned into the Code Enforcement office at any time.
- When payment is requested an **itemized list** of completed work orders, along with the work order, will be delivered to Code Enforcement Front desk

and the itemized list will be signed by staff for receipt.

- Inspectors will authorize the work orders to be processed for payment by the support staff and forwarded to the Finance Department.
- The checks will then be delivered to the Code Enforcement Division as soon as processing time allows.

INDEMNIFICATION:

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

INSURANCE:

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

Contractor shall carry automobile liability and public liability insurance in the amount of \$1,000,000.00 combined single limit and a deductible of no more than \$500.00 Contractor shall include the City of Peoria on his insurance policy naming the City as additional insured. Certificate of Insurance shall be furnished prior to any work being performed under this contract. The contractor shall maintain all insurance throughout the contract. Failure to maintain insurance will be cause for the City to suspend and/or cancel the contract. If a proposer does not have insurance coverage in force at the present time, the

proposer will be required to furnish a letter from his insurance agent within five (5) days after the proposal opening that he can obtain the required coverage. All employees, including the owner who drives a vehicle while doing City work, will have the appropriate valid driver's license.

SUBCONTRACTOR:

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

AWARD:

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

Evaluation Criteria

- **Approach to Project (20 Points)** – Describe your understanding of Project, Critical Elements and Goals. Describe in detail how you plan to staff your company to be able to make adjustments during the summer months to be able to get all work orders issues within five days and returned for payment within ten days. In addition, explain your commitment to the City of Peoria and improving quality of life in neighborhoods.
- **Previous Experience (20 Points)** – Include detailed relevant experience of similar work for, with appropriate references.
- **Qualifications of Firm and Staff to be assigned (20 Points)** – Attach history of the Firm and proposed staffing levels.
-
- **Pricing (30 Points)** – Costs should be a fixed price with expenses plus an hourly rate for the additional services.
- **MBE/WBE Participation (10 Points)** – Describe your firm's efforts to achieve a diverse workforce. Including hiring employees who live in the City of Peoria specifically the neighborhoods where a majority of the work is being performed.

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

QUESTIONS

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

Christopher Switzer
Purchasing Manager
Peoria City Hall
419 Fulton Street, Suite 108
Peoria, IL 61602
Email: cswitzer@ci.peoria.il.us

EMERGENCY:

An emergency is when a work order needs to be completed within two (2) hours after being assigned to the contractor. The contractor will be notified, in person, of an emergency work order. If it is refused, the next contractor will be awarded the work. A premium rate plus \$20.00 will be paid for emergency work orders completed within two (2) hours.

INFORMATION:

BASIC RATE:

- ALL VEGETATION WILL BE CUT TO A HEIGHT OF LESS THAN THREE (3) INCHES. All grass and weeds left at the property should not be taller than three inches.
- ALL LITTER WILL BE REMOVED FIRST.
- ALL SCRUB TREES LESS THAN THREE (3) INCHES IN DIAMETER WILL BE CUT AND REMOVED.
- **RAKING OF VEGETATED AREA may be required. A premium charge of \$25 will be assessed when raking is requested.**
- SWEEPING OF SIDEWALKS, STREETS AND OTHER AREAS AFFECTED BY THE CUTTING IS REQUIRED.

- **ANIMAL CARCASSES ARE INCLUDED AS LITTER.**
- **ALL FENCELINES WILL BE CUT. THIS INCLUDES TRIMMING ALONG STRUCTURES, SIGNS, FENCES AND OTHER OBJECTS.**
- **ALL ALLEYLINES WILL BE CUT.**
- **Tires are required to be disposed of at the Public Works facility. The contractor will be paid a service and transportation fee of \$3.00 per tire.**
- **A BASIC WORK ORDER INCLUDES UP TO FOUR UNITS AS DEFINED BY ATTACHED CHART AT NO EXTRA COST.**

WORK ORDERS ABOVE Basic RATE:

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

When the amount of debris or weeds far exceeds the established premium rate, the City and contractor may negotiate a price. If this price exceeds what is acceptable to the Code Enforcement Supervisor, the City reserves the right to bid these large jobs to other contractors that had presented proposals pertaining to the contract. The contractor agrees not to complete the work until an agreed upon price is established. If the contractor does the work and tries to charge the City without prior notification, the work order will be voided and the contractor will not be paid.

Award Process

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

There may be more than one vendor awarded a contract.

Response Format to RFP

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

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

Weed and Litter Removal Proposal #51-16

Pricing Sheet

ITEM A: Basic Work Order (Includes 3 Units)

Lot (per tax I.D. Number): **\$68.00**

ITEM B: Additional Units – Please see attached chart.

Per Unit: **\$13.50**

See Attached litter conversion / equivalent chart attached

ITEM C: Hourly Rate **\$66.12**
Two (2) Man Crew with Tools and Equipment

PLEASE ENTER PRICES ON LINES ABOVE.

MEASUREMENTS

Calculations for the Removal of Various Items

Small Furniture	1 Unit
Toilet	
Sink	

Medium Furniture	2 Units
Mattress	
Box Spring	
Couch	
Loose Brush (6' x 6' x 3')	

Large Furniture	3 Units
Water Heater	
Air Conditioner	
Refrigerator	
Freezer	
Stove	
Washer	
Dryer	
Bathtub	

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



ADDENDUM # 1 To PROPOSAL # 51-16

Weed and Litter Removal

This becomes a permanent part of the Basic Proposal Document.

A. Amendments and Clarifications

1. Page 16, the second paragraph in the section titled section should read:

When the amount of debris or weeds far exceeds the established ~~premium~~ rate, the City and contractor may negotiate a price. If this price exceeds what is acceptable to the Code Enforcement Supervisor, the City reserves the right to bid these large jobs to other contractors that had presented proposals pertaining to the contract. The contractor agrees not to complete the work until an agreed upon price is established. If the contractor does the work and tries to charge the City without prior notification, the work order will be voided and the contractor will not be paid.

2. A basis rate includes loose litter on the lot. If the litter is excessive, a thirty gallon trash bag will equal one unit.

3. Page 15, the section titles Emergency should read as follows:

An emergency is when a work order needs to be completed within two (2) hours after being assigned to the contractor. The contractor will be notified, in person (in person, by email or by phone depending on the established criteria set forth by the Community Development Department) of an emergency work order. If it is refused, the next contractor will be awarded the work. A premium rate plus \$20.00 will be paid for emergency work orders completed within two (2) hours.

4. Page 16, the top bullet should read:

A BASIC WORK ORDER INCLUDES UP TO ~~FOUR~~ THREE UNITS AS DEFINED BY ATTACHED CHART AT NO EXTRA COST.

5. A question was asked regarding calendar days vs business days as discussed on page 11. The days referenced are calendar days.

MEASUREMENTS

Calculations for the Removal of Various Items

Small Furniture 1 Unit

Toilet

Sink

QTY (2) Tires with RIM

1.5 Units

Cut Brush 3'X3'X3'

Medium Furniture

2 Units

Mattress

Box Spring

Couch

Loose Brush (6' x 6' x 3')

Large Furniture

3 Units

Water Heater

Air Conditioner

Refrigerator

Freezer

Stove

Washer

Dryer

Bathtub

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

Weed and Litter Removal Proposal #51-16

Pricing Sheet

ITEM A: Basic Work Order (Includes 3 Units) 10"-36" Grass Height

Lot (per tax I.D. Number): **\$68.00**

ITEM B: Additional Units – Please see attached chart.

Per Unit: **\$13.50**

See Attached litter conversion / equivalent chart attached

ITEM C: Hourly Rate **\$66.12**
Two (2) Man Crew with Tools and Equipment

PLEASE ENTER PRICES ON LINES ABOVE.

**CITY OF PEORIA
PROPOSAL**

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

PROPOSAL SUBMITTED BY:

JIMAX LANDSCAPE LLC
Company

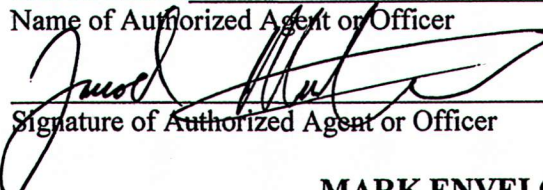
#ON FILE WITH COP
Peoria EEO Certificate of Compliance Number

7001 N Vauxhall Place
Address

Peoria **IL** **61615** **3093632284**
City State Zip Daytime Telephone #

3092734106 **Jarrold Martis**
After Hours Telephone # Contact Person (Please print or type)

Jarrold Martis **President**
Name of Authorized Agent or Officer Title

 **Dec 28, 2016**
Signature of Authorized Agent or Officer Date

MARK ENVELOPE: Proposal #51--16