

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

37-18 (B)

This agreement, made and entered into this 1st day of January A.D., 2021 by and between the City of Peoria, a municipal corporation, party of the first part , and Burnside Brothers Construction, 3563 SW Adams St., Peoria, IL 61605, 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 and proposal, Burnside Brothers Construction will mow, cut weeds and remove litter from property for the City of Peoria as directed by the Code Enforcement Division of the Community Development Department

This is an extension of the current contract to include a 5% reduction for a one (1) year extension.

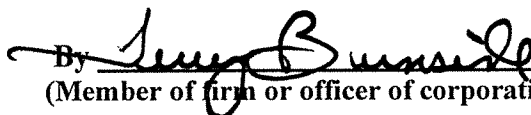
The Rates and Specifications are figured in accordance with prices listed in the attached proposal #37-18 with a 5% reduction beginning January 1, 2021 and ending December 31, 2021.

THE CITY OF PEORIA

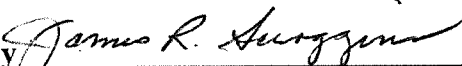
By 
City Manager

PARTY OF THE SECOND PART

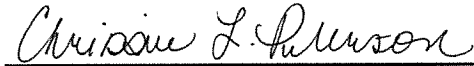
Burnside Brothers Construction

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)

CITY OF PEORIA C O N T R A C T

37-18 (B)

This agreement, made and entered into this 15th day of April A.D., 2019 by and between the City of Peoria, a municipal corporation, party of the first part , and Burnside Brothers Construction, 3563 SW Adams St., Peoria, IL 61605, 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 and proposal, Burnside Brothers Construction will mow, cut weeds and remove litter from property for the City of Peoria as directed by the Code Enforcement Division of the Inspections Department


The Rates and Specifications are figured in accordance with prices listed in the attached proposal #37-18 beginning April 15, 2019 and ending December 31, 2020.

THE CITY OF PEORIA

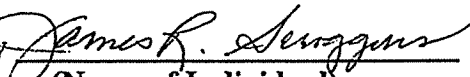
By 
City Manager

PARTY OF THE SECOND PART


Burnside Brothers Construction

By 
(Member of firm or officer of corporation)

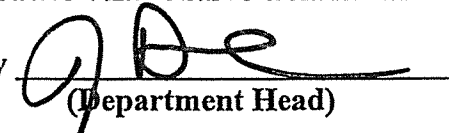
APPROVED FINANCE DEPARTMENT

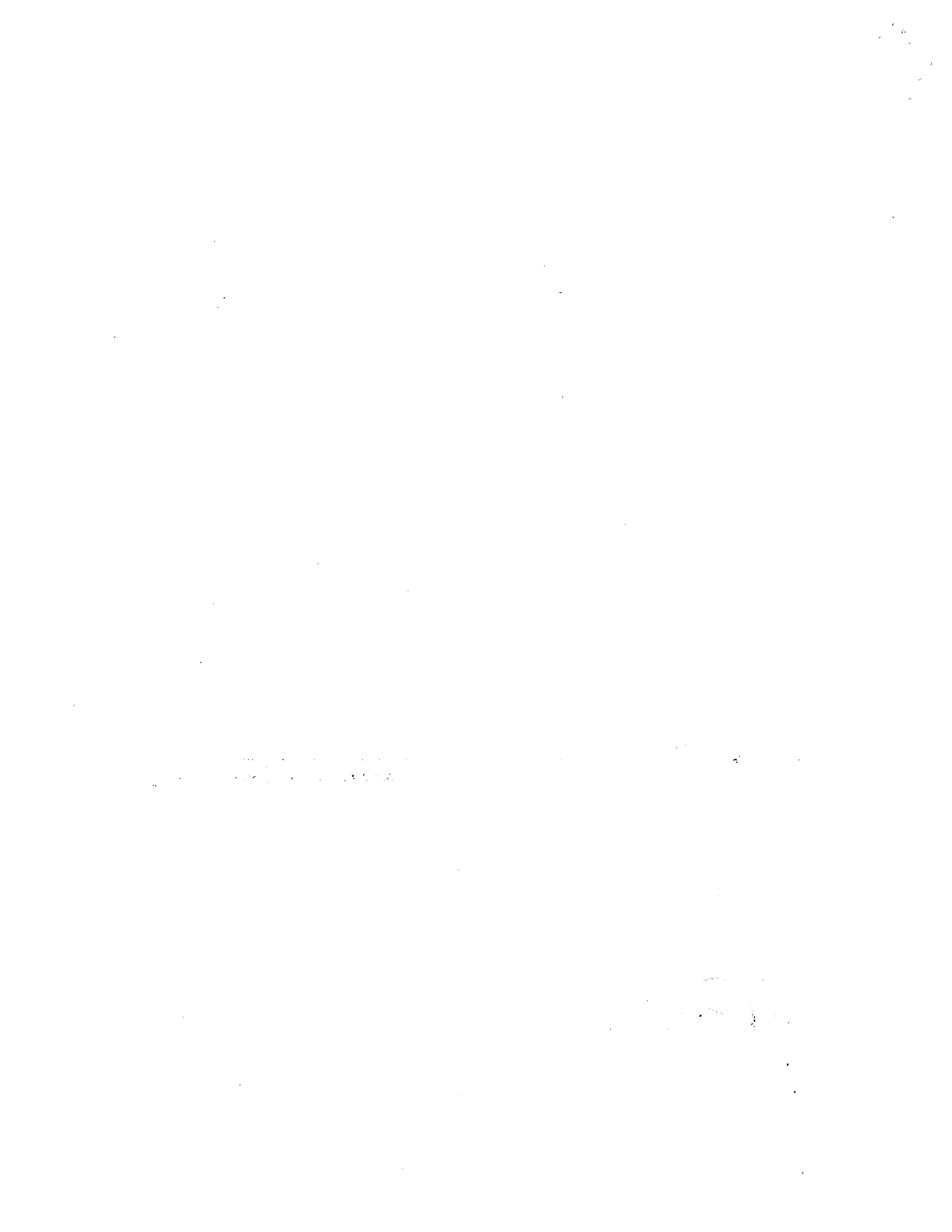
By 
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By 
(Name of Individual)

APPROVED USING DEPARTMENT

By 
(Department Head)





City of Peoria

419 Fullon Street
Peoria, IL 61602

Council Communication

Agenda Date : 4/9/2019

File #: 19-109, Version: 1

ACTION REQUESTED:

Communication from the City Manager and Community Development Director with a Request to APPROVE CONTRACTS with BURNSIDE BROTHERS and JIMAX LANDSCAPING for the 2019 WEED AND LITTER CONTRACT. (City-Wide)

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

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

In 2018, the Community Development Department issued about 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 plus an administrative fee. Unpaid invoices are placed as liens on the property and attached to the property tax bill the following year.

Four (4) complete proposals were received. The proposals were evaluated based on approach, experience, price, qualifications, and MBE/WBE participation. The proposals were scored by four staff members and the scoring totals are below.

Vendor	MAX SCORE	Jimax Corp	Steve Walton Construction	Burnside Brothers	B Pickett
Total	400	332	296	333	149

Burnside Brothers has not held this contract with the Community Development Department in the past. Jimax Landscaping has been a contractor for multiple years with the Department. After discussions with the contractors, Burnside Brothers will be assigned work orders issued on the Southside of Peoria and Jimax Landscaping will be issued work orders for the rest of the City. Historically work orders on the Southside of Peoria constitute about 35 to 50% of the assigned work orders.

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

The City of Peoria budgets \$400,000 annually for the execution of this contract which covers private property. Public Works manages the maintenance and contract for Peoria County Trustee and City of Peoria lots through separate contracts.

File #: 19-109, Version: 1

FINANCIAL IMPACT: \$400,000 was budgeted for 2019 as part of the budget process.

NEIGHBORHOOD CONCERNS: Issuing work orders to clean up code violations on private property reduces blight in our neighborhoods and helps protect property values.

IMPACT IF APPROVED: Burnside Brothers and Jimax Landscaping will serve as contractors for the Community Development Department for the 2019 Weed and Litter contract.

IMPACT IF DENIED: Works orders will not be issued to maintain private property.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER:

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Beautiful Peoria
2. Financially Sound City
3. Safe Peoria

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

1. Reinvest in neighborhoods.
2. Reduce crime.
3. Have an efficient government.

DEPARTMENT: Community Development

ing

CITY OF PEORIA PROPOSAL

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

PROPOSAL SUBMITTED BY:

BURNSIDE BROS. CONSTRUCTION # Applied For,
Company Peoria EEO Certificate of Compliance Number

3563 S.W. Adams St.
Address

Peoria FL 61605 309-922-9398
City State Zip Daytime Telephone #

309-922-9390 Terry Burnside
After Hours Telephone # Contact Person (Please print or type)

Terry Burnside OWNER
Name of Authorized Agent or Officer Title

Terry Burnside 1-1-19
Signature of Authorized Agent or Officer Date

MARK ENVELOPE: Proposal # 37--18



REQUEST FOR PROPOSAL**WEED AND LITTER****#37-18****Approach to Project:**

Burnside Bros. Construction Inc. (BBC) proposes to employ 8 to 10 youth (18-24) and adults, male and female, ages 18 to 36, to cut weeds and grass and remove litter from various private and public-owned lots and public right-of-ways as assigned by the City of Peoria. The contractor shall provide all labor, tools and equipment. All work and invoices will be completed within the City's specified time period.

Employees will be young adults and adults who live in the 61605 zip code. BBC believes it's important to provide employment opportunities for at-risk youth and adults living on Peoria's Southside. According to the Assessment Report by the National Resource Network group, the Peoria Southside is a racially/ethnically-concentrated area of poverty with poverty exceeding 90 percent of residents.

Employees are required to attend a two (2) hour safety meeting that will include accident prevention and safety on the operation of protective safety gear and equipment use. Equipment will include 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 work.

Recent & Previous Experiences:

The owner of Burnside Bros. Construction Inc., Terry Burnside, is also the President of P-Town Car Club, a not-for-profit community based organization. P-Town Car, under the direction of Terry Burnside, has been a City of Peoria mowing contractor since 2015. Initially the organization was awarded 50 lots and the contract was expanded due to excellent workmanships. The organization was awarded approximately 150 lots in 2016(\$24,000) & 2017 (\$108,000) and 160 (\$68,000) lots in 2018.

Qualifications of Firm and Staff to be Assigned:

Burnside Bros. Construction Inc. (BBC) has been in business since 2010. Terry Burnside is the owner. BBC is a Residential and Commercial, Lead-Certified contractor since its inception in 2010. BBC has served as an approved contractor for the Peoria County/City Health Department's lead program, PCCEO Weatherization Program, UpGrade, renovation of UpGrade complex (Old Pierson Hills) \$300,000 project. BBC has been an approved contractor for the EAV and SV TIF rehab programs and the LISC Community Core Initiatives in the Southside and East Bluff areas.

Minority/Women Business Enterprise participation:

Burnside Bros. is 100% minority owned and operated. Burnside Bros will staff the project with local employees and in good faith attempt to achieve a diverse workforce.

Weed and Litter Removal Proposal # 37-18**Pricing Sheet**

ITEM A: Basic Work Order (Includes 2 Units)
Lot (per tax I.D. Number): \$ 50,00

ITEM B: Additional Units – Please see attached chart.
Per Unit: \$ 12,50

ITEM C: Pro-Active Mowing
Per mow: \$ 50,00

See Attached litter conversion / equivalent chart attached

ITEM D: Hourly Rate \$ 60,00
Two (2) Man Crew with Tools and Equipment

PLEASE ENTER PRICES ON LINES ABOVE.

MEASUREMENTS

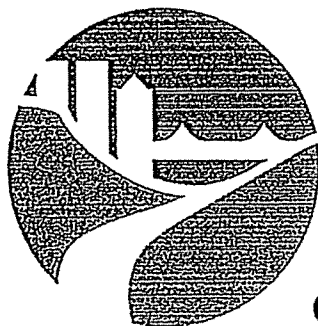
Calculations for the Removal of Various Items

Furniture	1 Unit
Toilet	
Sink	
Mattress	
Box Spring	
Couch	
Loose Brush (6' x 6' x 3')	
Cut Brush	
Carpet Roll	

Large Furniture	2 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.

**Request for Proposal
Weed and Litter
#37-18**



**Informational Meeting
January 11, 2019
2:00 P.M.
Peoria City Hall
419 Fulton Room 112
Peoria, IL 61602**

**CITY OF
PEORIA**

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

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

**Friday, January 25, 2019
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)(1/4/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but

not limited to, weekly certified payroll reports. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

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

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

CONTRACT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractual Liability – The insurance required above shall include contractual liability insurance coverage.

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).

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

**Contact Information for Proposal: Chris Switzer, City of Peoria, Purchasing Manager
419 Fulton Street, Room 108, Peoria, IL 61602
(309) 494-8507 cswitzer@peoriagov.org**

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**CITY OF PEORIA, ILLINOIS
SPECIFICATION NO. 37-18 FOR
WEED AND LITTER REMOVAL
DATE: December 28, 2018**

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, 2020.

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

- ALL VEGETATION WILL BE CUT TO A HEIGHT OF LESS THAN THREE (3) INCHES. All grass and weeds left at the property should not be taller than three inches.
- ALL LITTER WILL BE REMOVED FIRST. All loose litter is included in the basic rate and does not count towards the unit total.
- ALL SCRUB TREES LESS THAN THREE (3) INCHES IN DIAMETER WILL BE CUT AND REMOVED.
- RAKING OF VEGETATED AREA may be required. A premium charge of \$25 will be assessed when raking is requested.
- SWEEPING OF SIDEWALKS, STREETS AND OTHER AREAS AFFECTED BY THE CUTTING IS REQUIRED.
- ANIMAL CARCASSES ARE INCLUDED AS LITTER.
- ALL FENCELINES WILL BE CUT. THIS INCLUDES TRIMMING ALONG

STRUCTURES, SIGNS, FENCES AND OTHER OBJECTS.

- **ALL ALLEYLINES WILL BE CUT.**
- **Tires are required to be disposed of at the Public Works facility. The contractor will be paid a service and transportation fee of \$2.00 per tire.**
- **A BASIC WORK ORDER INCLUDES UP TO two UNITS AS DEFINED BY ATTACHED CHART AT NO EXTRA COST.**

Pro-Active Mowing

- **The Community Development Department will work to identify properties that were mowed in the previous year multiple times and put them on a mowing list. The list will have a minimum of ten lots per issuance and be focused on a specific geographic area. The work will be required to be completed within five days. Mowing of the lots is the only requirement of this rate.**

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.

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