



SUBMITTED BY:

Rutherford Enterprises
CONTRACTOR'S NAME

3821 N. Millbrook
CONTRACTOR'S ADDRESS

Peoria, IL 61615
CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR

FACILITIES/BLVDS./ROW MOWING – Route(s) #1

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

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



Sie Maroon, Superintendent of Operations

CITY OF PEORIA PROPOSAL

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

PROPOSAL SUBMITTED BY:

Rotherford Enterprises #
Company Peoria EEO Certificate of Compliance Number

3821 N. Millbrook Rd
Address

Peoria IL 61615
City State Zip

309-643-9026 RotherfordEnter@gmail.com
Daytime Telephone # Email address

same Kenneth Rotherford
After-hours Telephone # Contact Person (Please print or type)

Kath Thibault owner
Name of Authorized Agent or Officer Title

Signature of Authorized Agent or Officer

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

Item No. 21-085

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

This agreement, made and entered into this 23rd day of March A.D., 2021 by and between the City of Peoria, a municipal corporation, party of the first part, and RUTHERFORD ENTERPRISES, 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.

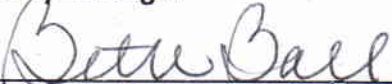
IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or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

RUTHERFORD ENTERPRISES will provide Facilities/Boulevards/ROW mowing services for the City of Peoria in accordance with the attached RFP and stated pricing.

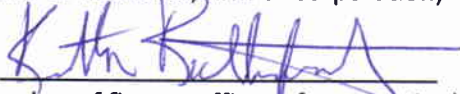
THE CITY OF PEORIA

By: 
City Manager

ATTEST: 
City Clerk

PARTY OF THE SECOND PART

 RUTHERFORD ENTERPRISES
(Name of individual, firm or corporation)

By 
(Member of firm or officer of corporation)


APPROVED LEGAL DEPARTMENT

By 
Attorney

APPROVED FINANCE DEPARTMENT

By 
Finance Director

APPROVED USING DEPARTMENT

By 
Department Head

2020 FACILITIES, BOULEVARDS & ROW MOWING ROUTES			
LOCATION	Description	Area S.F.	Acres
ROUTE 1:			
3000 block of W. Ann	Unopened ROW	9,437	0.22
SW Adams Street	Oregon to Washington ROW	53,131	1.22
3500 SW Adams	Abandoned junkyard ROW	5,065	0.12
1600 SW Washington	City Facilities ROW	615	0.01
Lincoln Library	1312 Lincoln Ave.	146,548	3.364
MacArthur Greenway	ML King to Jefferson	215,194	4.94
Spring Grove Subdivision	R.B. Garrett	39,747	0.91
Richard Allen, E side Garrett to ML King	ROW curb to fence	7,800	0.179
700 block ML King	ML King to Spring Grove	113,690	2.61
Sheridan/ML King	700 ML King	8,391	0.19
MacArthur Hill	ROW both sides of street	8,209	0.19
Dr. Martin Luther King Drive	Carriage house to first driveway near Union Hill.		
Fire station 8	832 W. Hurlburt Street		
TOTAL:			13.95

Boulevards & ROWs Route 1

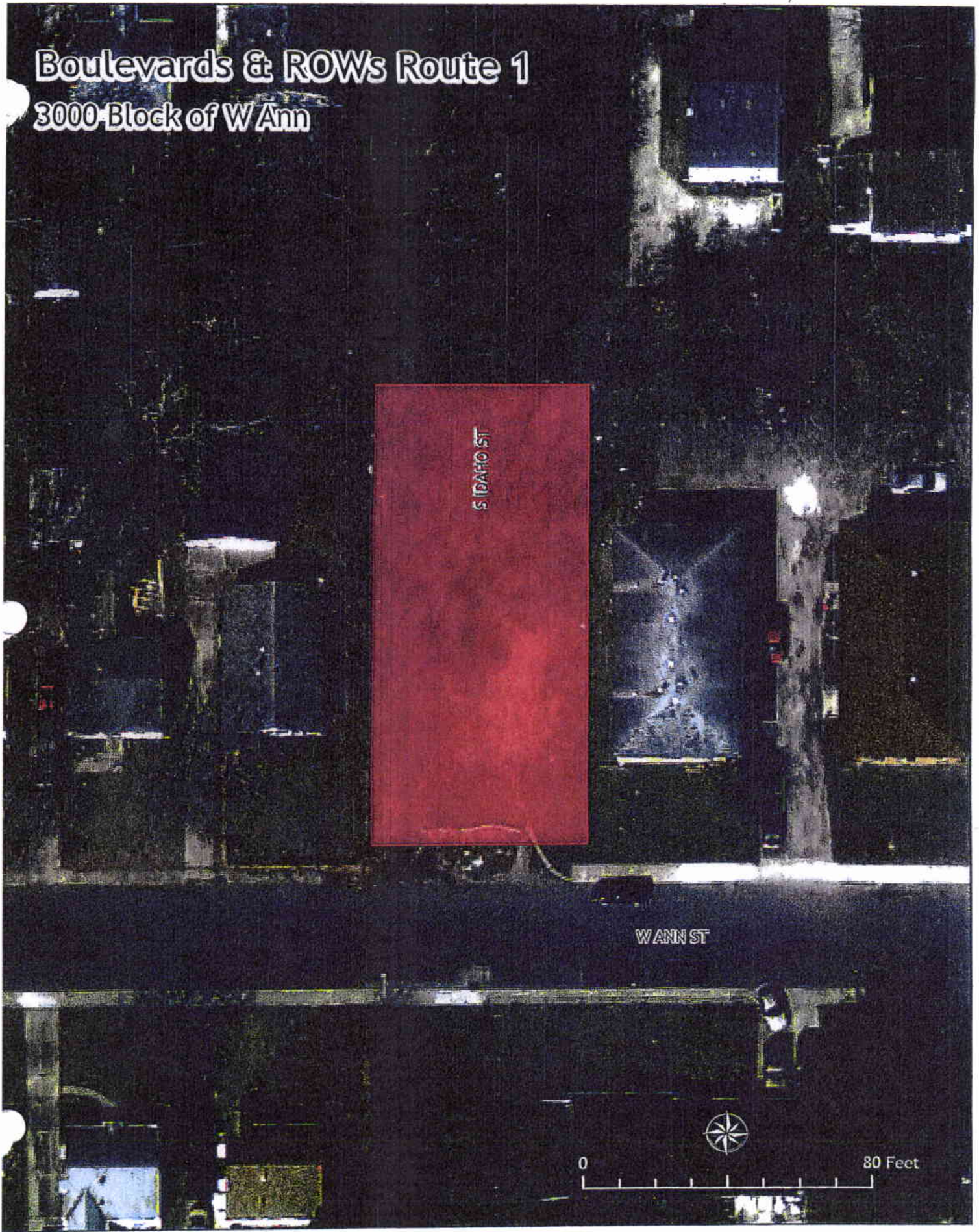
3000 Block of W Ann

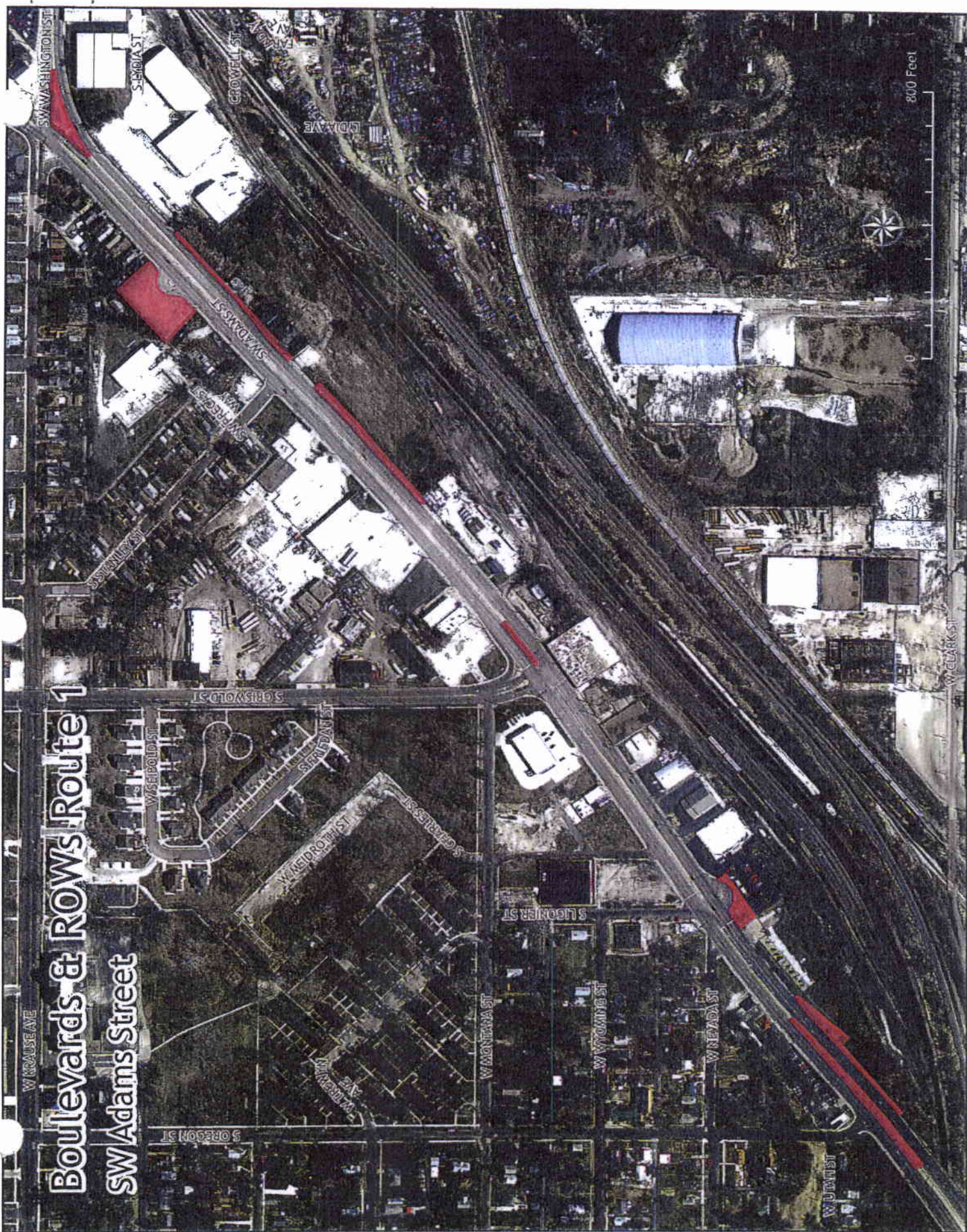


WANN ST



0 80 Feet



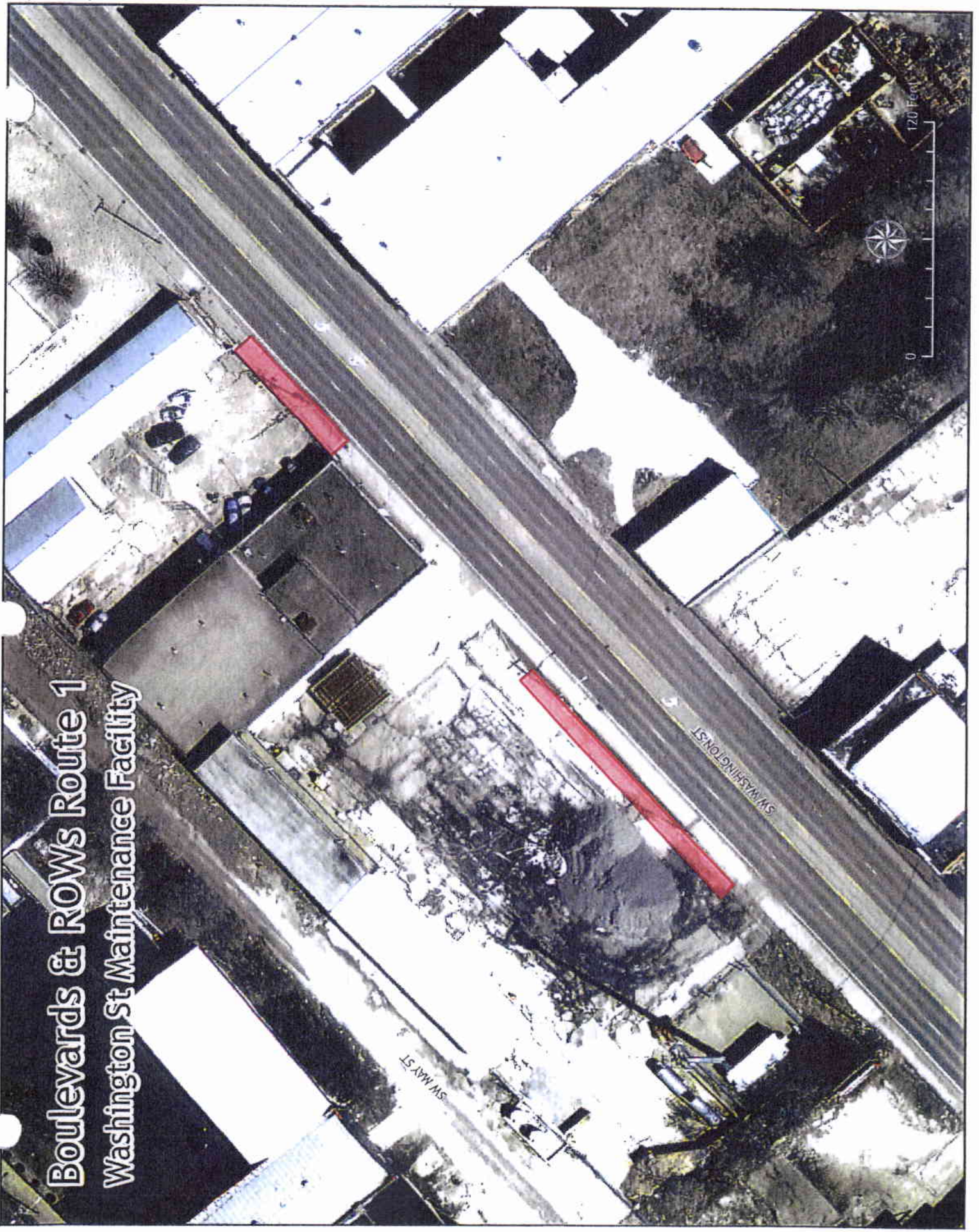


Boulevards & ROWs Route 1

SW Adams Street

800 Feet

**Boulevards & ROWs Route 1
Washington St Maintenance Facility**



W HOWETT ST

Boulevards & ROWs Route 1

Lincoln Branch Library

W LINCOLN AVE

S LOUISA ST

S HELEN ST

W GEORGE ST

W ANN ST

250 Feet

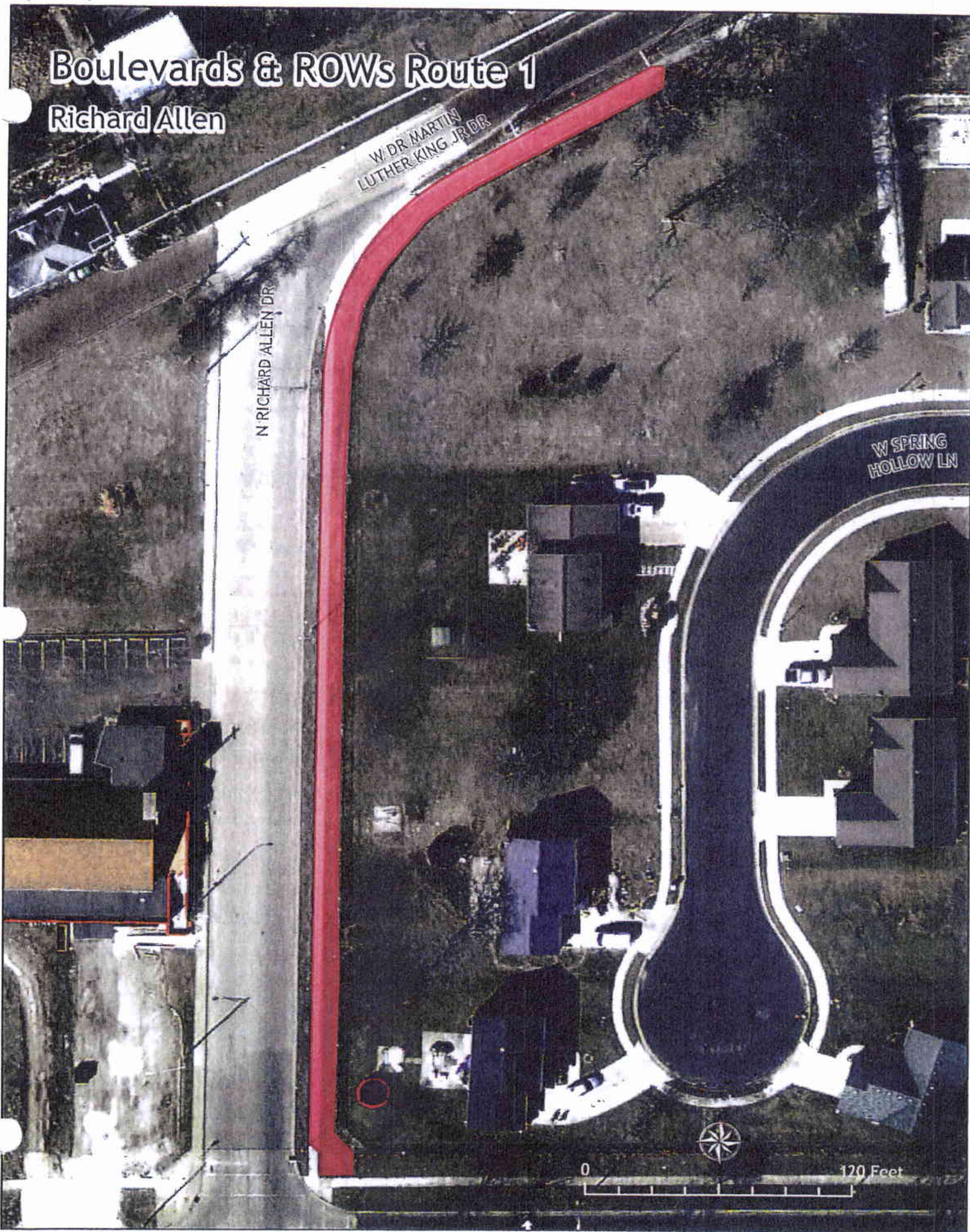


Boulevards & ROWs Route 1 Spring Grove Subdivision

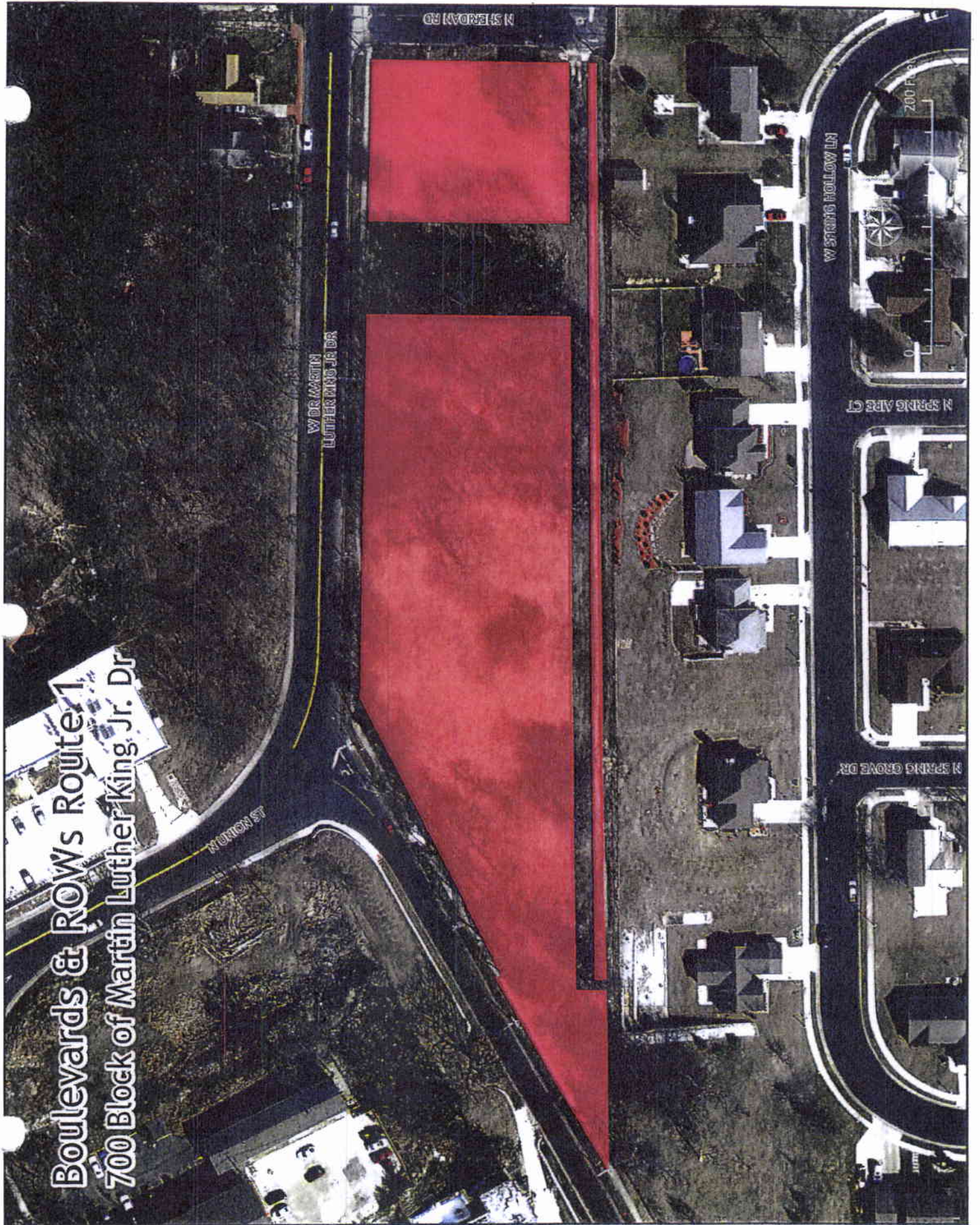


Boulevards & ROWs Route 1

Richard Allen



Boulevards & ROWs Route 1
700 Block of Martin Luther King Jr. Dr



N ST ERDAN RD

W DR MARTIN
LUTHER KING JR DR

NUNON ST

MT SPRING HOLLOW LN

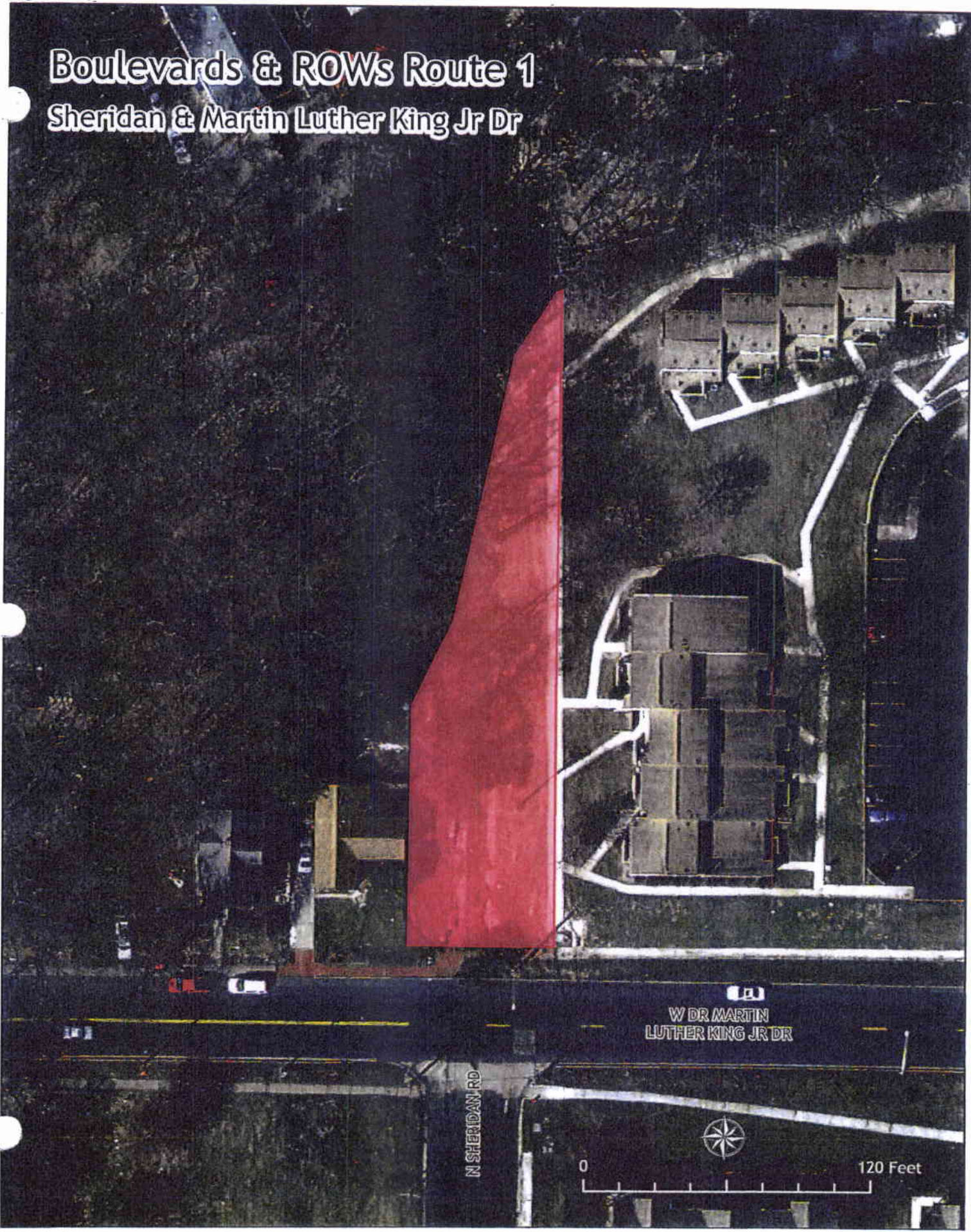
N SPRING AVE CT

N SPRING GROVE DR

0 200 FT

Boulevards & ROWs Route 1

Sheridan & Martin Luther King Jr Dr



W DR MARTIN
LUTHER KING JR DR

N SHERIDAN RD



0 120 Feet

Boulevards & ROWs Route 1 MacArthur Street Hill



Boulevards & ROWs Route 1 Martin Luther King Jr Dr



N UNION ST

W DR MARTIN
LUTHER KING JR DR



838 W Hurlburt St

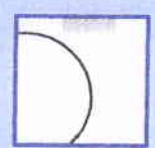
Public Owned Vacant Lots

MCREYNOLDS

HURLBURT

MACARTHUR

838 W HURLBURT
ST 1808428037



SMITH

JOHNSON



	Public Owned Vacant Lots
	Buildings
	Roads
	Parcels

CITY OF PEORIA
NOTICE OF REQUEST FOR PROPOSALS:

FACILITIES, BOULEVARDS and RIGHTS-OF-WAY MOWING

Multiple Locations

PEORIA, ILLINOIS

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

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

A Pre-Bid meeting will be held on Friday, February 19, 2021 at 10:00 AM at Peoria City Hall, 419 Fulton Street, Room #400, Peoria, IL 61602.

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

1.0 INSTRUCTIONS TO PROPOSERS

1.1 ACCEPTANCE OF PROPOSALS

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

1.2 ADDITIONAL COPIES OF RFP

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

1.3 RFP ENVELOPE IDENTIFICATION

Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers should also indicate "**FACILITIES, BOULEVARDS and RIGHTS-OF-WAY MOWING PROPOSAL, CITY OF PEORIA. Request #05-21**" in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE.

1.4 MAILING OF PROPOSALS

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

1.5 CLOSING TIME

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

1.12 SAMPLES

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

1.13 RESPONSES

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

1.14 PROPOSAL PROCESS

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

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

1.15 EEO

To be awarded a contract, all Proposers/Vendors/Contractors to the City of Peoria must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State or Federal program.

The number is secured by completing and submitting, under notary seal, an Employer report form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. Please note that the Certificate of Compliance is valid for one year and must be renewed annually. The form may be downloaded from the City's website (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal." The forms can also be obtained by writing or calling:

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

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

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

EEO CERTIFICATION* (Check one):

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

2.4 HUMAN RIGHTS ACT

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

2.5 NON-COLLUSION

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

2.6 DEFAULT

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

2.7 CANCELLATION

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

2.8 PRICES SPECIFIED

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

2.9 DELINQUENT PAYMENT

By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens or fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue, and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

2.10 PERMITS AND LICENSES

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

2.11 INSURANCE

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

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

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

2.15 EMPLOYEE EMPLOYMENT RESTRICTIONS

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

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

2.16 CONTRACT TERMS AND CONTRACT

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

3.0 PROJECT DESCRIPTION

The City of Peoria is committed to maintaining the facilities, boulevards and right-of-ways to the City of Peoria requirements. The City understands that it is essential that the boulevards and rights-of-way are mowed and trimmed to maintain the beauty of the neighborhood. The City of Peoria is responsible for lawn mowing and maintaining over 95 locations of boulevards and right-of-ways that consist of approximately 78 acres. City staff is looking for Contractors to provide these services.

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

4.0 ROUTES

The City is requesting proposals on six (6) mowing routes. [Maps and/or Lists for route information will be available at or following the Pre-Bid meeting.] The selected Contractor(s) will be required to mow and maintain all of the facilities, boulevards and right-of-ways in their selected route. Each route must be mowed, trimmed and landscaped to the requirements set forth in this document and as discussed with the selected Contractors, not to exceed fifteen (15) mows unless otherwise specified by the Contract Supervisor.

The City reserves the right to add or remove locations from the routes at any time during the duration of the Contract at its discretion. Any additional facilities, boulevards and rights-of-way will be mowed and trimmed at the route cost submitted with this Proposal.

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

21. If the Contractor knowingly does damage to a property, personal property or adjoining properties, they shall report it to the City's Contract Supervisor immediately.
22. The Contractor will not be paid for facilities, boulevards and/or right-of-ways mowed by others.
23. The City reserves the right to add or eliminate facilities, boulevards and right-of-ways. Any additional facilities, boulevards and right-of-ways will be mowed at the same contract unit price.
24. After notification by the Contract Supervisor that a facility, boulevard and/or right-of-way has not been mowed under the terms of the scope of services, the Contractor will have two (2) business days to correct the issues or parcels will be re-assigned to another Contractor. Contractor must immediately notify the Contract Supervisor they have been corrected via email with a photo. If Contractor has two (2) incidents of not mowing per contract terms within the current contract, the City retains the right to immediately terminate Contractor/Vendor for 365 days.
25. Failure to comply with the expectations of this contract can lead to the contract being revoked.

6.0 COMMUNICATION

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

7.0 CONTRACT PRICE

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

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

8.0 CONTRACT DURATION

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

9.0 MOWING SEQUENCE

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

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

10.0 EQUIPMENT REQUIRED

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

two (2) defaults of not billing per contract terms within the current contract, the City retains the right to immediately terminate Contractor/Vendor for 365 days.

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

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

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

15.0 RESPONSE FORMAT TO RFP & WEIGHT GIVEN

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

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

15.1 COVER LETTER

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

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

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

15.2 PROJECT APPROACH (20 Points)

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

15.3 PREVIOUS EXPERIENCE (20 Points)

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

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

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

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

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

17.0 CONTRACT SUSPENSION/TERMINATION

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

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

18.0 PROVISIONS BY THE CITY OF PEORIA

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

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

CRITICAL DATES:

Selection will be made per the following Schedule:

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

19.0 PRE-BID MEETING

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



Date: 3-4-21

CITY OF PEORIA PROPOSAL

Pricing Sheet (40 Points)

Submission Requirements

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

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

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

RATE FOR THE DURATION OF THE CONTRACT

Route 1	\$ <u>43.50</u> per facility, boulevard and right-of-way mowed
Route 2	\$ <u>N/A</u> per facility, boulevard and right-of-way mowed
Route 3	\$ <u>44.50</u> per facility, boulevard and right-of-way mowed
Route 4	\$ <u>47.50</u> per facility, boulevard and right-of-way mowed
Route 5	\$ <u>N/A</u> per facility, boulevard and right-of-way mowed
Route 6	\$ <u>N/A</u> per facility, boulevard and right-of-way mowed

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