

**REQUEST FOR PROPOSALS**  
BOARDING VACANT/FIRE DAMAGED STRUCTURES  
**# 26-20**



**MANDATORY**  
**Pre-Proposal Meeting 2:00 PM**  
**Thursday, October 22, 2020**  
**Peoria City Hall**  
**419 Fulton Room 112**  
**Peoria, IL 61602**

**ISSUED BY**  
**DIVISION OF PURCHASING**  
**CITY OF**  
**PEORIA, ILLINOIS**

**Sealed Requests for 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, October 30, 2020

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

**PLEASE RETURN ENTIRE**  
**DOCUMENT AS YOUR RESPONSE. SUBMITTED BY:**

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## **INSTRUCTIONS TO PROPOSERS**

Request for Proposal (RFP)(6/25/19)

**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 One (1) Copy 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 RFP opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and 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 most 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.**

**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](mailto:cswitzer@peoriagov.org)**

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**SPECIFICATIONS  
FOR  
BOARDING VACANT/FIRE DAMAGED  
STRUCTURES  
October 14<sup>th</sup>, 2020**

The City requires a company to supply board-up service to all vacant/damaged structures in the City of Peoria. The company selected must be available to respond at all times. Any change in telephone numbers or contact personnel originally submitted shall be required to be reported to the Code Enforcement Division immediately. The company must have a power generator and other material and equipment with which to perform the boarding-up in the attached manner. These boarding services will be for all City departments.

**PRE-PROPOSAL MEETING**

There will be a **MANDATORY** Pre-Proposal meeting for all interested parties on Thursday, October 22, 2020, 2:00 PM at Peoria City Hall 419 Fulton Room 112, Peoria, IL 61602. For information call (309) 494-8582.

**CONTRACT ADMINISTRATOR**

The City of Peoria's Director of Community Development or the designated representative shall administer this contract. The designated representative for administration of this contract shall be the Code Enforcement Office, 419 Fulton St., Peoria, IL 61602, phone (309) 494-8600.

All actions or modifications concerning contract language extensions, cost adjustments or other technicalities regarding the contract shall be administered by the City of Peoria's Purchasing Manager, 419 Fulton Street., Room 108 Peoria, IL 61602, phone (309) 494-8582.

**LENGTH OF CONTRACT**

The contract will commence on December 1st, 2020 and will terminate on December 31<sup>st</sup>, 2021. Two additional one (1) year extensions are available under the terms of this contract.

**CONTRACT EXTENSION**

Upon the expiration of this contract, and at the discretion of the City of Peoria, the vendor may be required to extend the terms of this contract on a month to month basis for a period not to exceed six (6) months. In the event the City of Peoria desires to extend the terms of this contract, a notification will be sent by certified mail to the contractor's address on record, thirty (30) days prior to termination of this contract.

## **ESTIMATED AMOUNT OF WORK**

The City does not make any guarantees to the contractor about the amount of work, which may be available under this contract. It is estimated that the annual value of work under this contract will be approximately \$70,000.

## **METHODS OF PAYMENT**

The contractor needs to turn in an invoice for the work completed with required documentation within five business days of the work being completed.

## **POLICIES AND PROCEDURES**

The following procedure must be utilized in all boarding of city structures when required to be secured. All buildings within the City of Peoria, must be boarded in accordance with the following specifications:

1. All accessible openings must be covered completely from the exterior with a minimum of one-half inch (1/2") thick **exterior grade plywood** secured with **screws** of a minimum length of one and five-eighth inches (1 5/8") placed a minimum of twelve inches (12") on center around the entire perimeter of the opening being covered. Exterior grade plywood must be **cut and fitted** so it rests tightly against the exterior frame butting up to the molding, siding, etc. If you are using multiple sheets of exterior grade plywood, the plywood can on not be overlapping and must by cut and fit to the area being boarded. The plywood must be painted with an exterior grade gray paint. The contractor will be asked to submit an alternative bid where the wood is not painted.
2. Each structure must be boarded so that all basement windows, first floor windows, doors, doors and windows accessible to above the first floor by porches, fire escapes, etc. are covered with plywood – even if some are completely glazed prior to boarding. Additional openings may be required to be boarded as directed by the City's Inspector, they may include openings that are not accessible from the ground level. This is rare but could happen as directed by the City of Peoria.
3. The use of paneling, OSB panels, waferboard, particleboard, or similar material are not to be used for the boarding of any structure.
4. Nails are not approved for securing plywood to structure – screws must be used per specifications.
5. If requested, one door opening shall be secured with hinges and padlock with key supplied to the Code Enforcement Division at no extra cost.
6. The price paid for boarding up an opening is based upon the actual size of the window opening and the actual plywood used to cover the opening. Scrap from full sheets of plywood is not included in the price paid for the board-up.

7. Emergency board-ups must be responded to immediately. Emergency board-ups may be required late at night or on weekends by Police Dispatch. The contractor must be made available or return the call within 15 minutes after message is left with them. Contractor is required to be on site within one (1) hour after initial contact. If the contractor cannot be reached or is unavailable, another proposer may be contacted. A contract may also be awarded to the secondary contractor, to serve as back up. Failure to respond according may result in termination of the contract.
8. All normal board-up requests must be responded to and completed within 10 hours of the initial call to the Contractor. Failure to complete the work assigned within 10 hours will result in the next another vendor being awarded the board-up job. The contract may be canceled for failure to meet this deadline. No exceptions. The City will provide the contractor with a Drobox account where the board up request will be sent to electronically. A completed “packet” of before and After photos with a timestamp, and an invoice, will be submitted back to the City via Dropbox. If any part of the packet is not completed, the invoice will not be paid until all documents are submitted.
9. The contractor must write a time/date stamp and an address stamp on the plywood no smaller that 3X6 inches. A timestamped photo that shows the date, time, and address written on the plywood must be included with the invoice. In addition, a time stamped photo that shows the entire structure and the area that was boarded from the street or alley view must also be included.
10. A contractor may be requested to visit a site to reattached boards on a property that have been removed. Additional wood will not be needed so material costs will be substantial less as only new screws may be required.
11. Contractor must have access and ability to submit/receive paperwork electronically to the City of Peoria. Contractor must be able to respond to request acknowledging they received the board up request from the City in adequate time frame.

## Evaluation Criteria

The proposal will be scored using the following criteria.

- **Approach to Project** (40 Points) – Describe your understanding of Project, Critical Elements and Goals. Capacity to do board-ups, specifically addressing how you will respond to callouts.
- **Previous Experience** (15 Points) – Include detailed relevant experience of similar work, with appropriate references.
- **Pricing** (40 Points) – See Pricing Page 13. The City will plug in cost on 5 past board-ups to determine price for scoring purposes.
- **MBE/WBE Participation** (5 Points) – Describe your firm’s efforts to achieve a diverse workforce.

The City will review and analyze each proposal and reserves the right to select the proposer who offers the best value. The City shall select the contractor which, in the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP. Depending on the scores of qualified applicants, the City may select a secondary contractor who will also be assigned addresses for board-up. However, if a company can demonstrate a capacity to be the sole contractor for the City of Peoria, all board-up work may be assigned to that contractor.

The City is allowing each company to submit two proposals. (Not required) Proposal 1 and Alternative Proposal. The City will evaluate the costs of each proposal. Bidders should address any issues in the approach to project of how they would handle each proposal.

**CANCELLATION:**

If the contractor fails to perform work to the standards as determined by the City of Peoria and recognized within the community as being standard, or does not complete the assigned work within a reasonable amount of time as determined by the City of Peoria, then the City of Peoria has the right to cancel the contract upon a ten (10) day written notification, delivered by certified mail to the contractor's address of record. *"Also if a contract is cancelled the vendor can be declared an irresponsible vendor by the City Manager, disqualified from doing business with the City or a year in accordance with the City Ordinance Section 10-102."*

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***CITY OF PEORIA BID PROPOSAL***

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

- A. Approach to the project
  - B. Previous Experience
  - C. Minority/ Women Business Enterprise participation
-

IN COMPLIANCE WITH THE ATTACHED SPECIFICATION WHICH INCLUDES *ALL* MATERIAL AND LABOR

1. Area being board up per sq. ft. – Boards Painted

Non – Emergency - \$\_\_\_\_\_ /sq. ft.

Emergency - \$\_\_\_\_\_ /sq. ft.

2. Area being board up per sq. ft. – Boards not Painted

Non – Emergency - \$\_\_\_\_\_ /sq. ft.

Emergency - \$\_\_\_\_\_ /sq. ft.

3. Call out price to reattach boards that have been taken down but can be reused.

\$\_\_\_\_\_ Per call out

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**CITY OF PEORIA  
PROPOSAL**

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

**PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
Company # Peoria EEO Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Daytime Telephone #

\_\_\_\_\_  
After Hours Telephone # Contact Person (Please print or type)

\_\_\_\_\_  
Name of Authorized Agent or Officer Title

\_\_\_\_\_  
Signature of Authorized Agent or Officer Date

**MARK ENVELOPE: PROPOSAL 26-20**