



City of Wilmington

1165 S. Water Street
Wilmington, IL 60481
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REQUEST FOR BIDS

FOR

LAWN CARE SERVICES

Issued on: October 14, 2019

Mandatory Pre-Bid Meeting: November 7, 2019 at 10:00 A.M.

Bid Opening: December 5, 2019 at 10:00 A.M.

Administered by: Joie Ziller, City Administrator

INVITATION TO BID

LAWN CARE SERVICES

The City of Wilmington is accepting bids for lawn care services of specified areas throughout the City. There is a mandatory pre-bid meeting on Thursday, November 7, 2019 at 10:00 am at Wilmington City Hall located at 1165 South Water Street, Wilmington, IL 60481. All interested bidders are required to meet at Wilmington City Hall to discuss each location and get any questions answered. Sealed bids for lawn care services of specified areas throughout the City will be received at the address listed below until December 5, 2019 at 10:00am. Bids will be publicly opened and read at that time in the Council Chambers of the Wilmington City Hall, 1165 South Water Street, Wilmington, IL. Bids not physically received by the due date will be returned, unopened to the firm. Emailed or faxed bids will not be accepted.

All sealed bids should be addressed to: City of Wilmington
Bid for Lawn Care Services
(Contractor's Name)
Attention: Joie Ziller, City Administrator
1165 S. Water Street, Wilmington, IL 60481

Bid packets are available online at www.wilmington-il.com. Additional packets may be picked up at Wilmington City Hall, 1165 South Water Street, Wilmington, IL 60481.

GENERAL INFORMATION FOR THE BIDDER

QUALIFICATIONS REQUIREMENT: Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Bids (RFB). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work shall be required.

BID FORM: Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Contractors not responding to all information requested in the RFB may have their bids rejected. For the RFB, the bid must remain valid for ninety (90) days past the due date for receipt of RFB's.

RESPONSE DATE: To be considered, sealed bids must be received at the City Clerk's Office, 1165 South Water Street, Wilmington, IL 60481, on or before the time specified in the invitation to bid. The City Clerk's Office is open Monday thru Friday, excluding holidays, between 8:30 a.m. and 4:30 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids.

All information submitted in the bid, including but not limited to bid prices, equipment, etc. must remain valid and in effect for at least ninety (90) days past the submission deadline.

OPENING OF BIDS: All bids will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to present.

REJECTION OF BIDS: The City reserves the right to reject any or all bids, in part or in their entirety, or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City.

ALERNATES OR ADDENDUMS: Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply may be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: City Administrator, City of Wilmington, 1165 South Water Street, Wilmington, IL 60481.

Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The City is under no obligation to consider any such alternates that may be provided.

No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

CONTRACT EXECUTION: The bidder to whom the Contract is awarded shall, within 10 calendar days after the Notice of Award, enter into a written contract with the City.

INCURRING COSTS: The City is not liable for any costs incurred by contractors prior to the issuance of a contract.

MATERIAL SUBMITTED: All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

LENGTH OF CONTRACT: Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract. The City seeks to have the lawn care to begin with the start of the mowing season in 2020 and end with the conclusion of the mowing season in 2022. This two year (2) contract shall also be subject to annual budget appropriation. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

BID SPECIFICATIONS

PROJECT NARRATIVE: The City of Wilmington owns several properties around the City that are in need of lawn care services.

The City of Wilmington expects a high standard of professionalism and it is imperative that each property be kept at its best. Mowing and mowing related items shall be completed with extreme professionalism at all times. Public courtesy is a must whether it involve interactions with City personnel or the general public. The City expects that the lawn mowing contracting service to hold itself to a higher standard when completing its functions for the City.

The City of Wilmington will be evaluating each bid in regards to quality of service offered, experience, cost and other intangibles. With these aspects in mind, we will hold the successful bidder to the highest necessary standards to complete this task.

BIDDER RESPONSIBILITY: By submission of a bid to do the work, the bidder represents that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and quantity of service to be performed, and of materials and equipment to be furnished. The bidder will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated in making the bid. Negligence or inattention of the bidder in determining the site conditions prior to filing a bid, or in any phase of the performance of the works, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB should contact for clarifications.

ASSIGNMENTS OR SUBCONTRACTING: The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City.

FAIR EMPLOYMENT PRACTICES: The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

CONTRACTOR'S PAYMENT OF TAXES, ETC: Without limitation on the foregoing, the successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by contractor under State and Federal law.
- c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

d. Payment of any and all suppliers, merchants, or vendors from whom the contractor obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of contractor.

DAMAGE TO PROPERTY: The successful bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The successful bidder will protect, defend, and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Illinois, as well as employer's liability coverage with minimum limits of \$500,000 for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **General Liability** - The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- **Certificates of Insurance** - Included in bid package, successful bidder shall provide to the City complete certificates of insurance and bonding to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of cancellation or intent not to renew coverages as called for above.

GENERAL INDEMNITY: The Contractor shall save, hold harmless, and indemnify the City of Wilmington, its City Administrator, City Council, and its officers, agents, and employees (herein after collectively referred to as "Wilmington"), and shall pay on behalf of, protect, defend, and assume entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury, alleged injury, or death to any person, damage or alleged damage to property of the City of Wilmington or others sustained or alleged to have been sustained in connection with, arising out of, resulting from, proximately caused by, directly or indirectly attributable to, or due to some act, error, omission, or activity of Contractor, the Contractor's performance, or the intended performance of any work, service, or obligations stated in or resulting from this request for proposal or agreement subsequent to this request for proposal, performed by the Contractor, their employees, agents, and representatives. The Contractor further agrees to defend any suit or action brought against Wilmington based on any such alleged injury, death, or damage indemnified above and to pay all damages, cost and expenses in connection

therewith or resulting there from. This indemnity shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the Contractor. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the City of Wilmington Government. All Contractors must also disclose in writing with their proposal the name of any employee of City of Wilmington Government who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify City of Wilmington Government of any omissions or errors found in this document.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

- **DRUG POLICY:** The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with the City of Wilmington's Drug-Free Workplace Policy.
- **AUTHORIZED PERSONNEL:** While engaged in the performance of these LAWN CARE SERVICES, only authorized employees of the Contractor are allowed at the City of Wilmington location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor. Contractor shall provide the Wilmington Police Department with all employee names and date of birth for background checks.
- **SAFETY:** The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work". The Contractor and any persons employed by the Contractor shall be required to wear items as required by OSHA regulations while performing any part of the work listed under the title "Scope of PROJECT".

SCOPE OF PROJECT

The successful bidder shall be held to have examined the premises and site and specifications and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the City's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph or by reason of error or oversight on the part of the bidder or on account of interference by the City's or other Contractor's activities. It shall be expressly understood that the City's operations will take precedence over any other activity.

LAWN CARE SERVICES: The successful bidder shall complete or supervise the completion of the following work:

1. Mowing the lawn areas in a professional manner acceptable to the City. This shall be completed by using riding mowers where appropriate and hand held or push lawn mowers where also appropriate. Additionally, mowing patterns will need to be changed throughout the season for the general health of the lawn surface.
2. Trimming all grass and weeds around shrubbery, trees, bushes, walls, fences, etc. This shall be completed by using hand held trimmers where appropriate. Caution is to be exhibited when trimming around the base of trees as to not cause injury to the City's tree stock.
3. Edging all sidewalks on a monthly basis. This shall be completed by using actual edging devices as appropriate.
4. Weeding shall be done weekly. Pruning of shrubbery shall be performed to maintain a well-manicured appearance.
5. Pruning of trees shall be performed on an annual basis primarily in the fall season, but on an "as needed" basis when considered necessary by the Contractor.
6. Fertilizing the lawns of City Hall, Police Department and Claire's Corner shall consist of:
 - Pre-emergent & fertilizer
 - Summer weed & feed
 - Early fall weed & feed
7. Spring Cleanup shall consist of:
 - Removal of all leaves and debris from plant beds and lawn in common areas
 - Re-mulching of landscape beds and around trees noted in the common area. Mulch will be approximately 1"-2" in depth and spread evenly from base of tree trunk approximately 2'6".

8. Bed maintenance shall consist of:
 - Removal of weeds, grass, and debris from all plant beds on bi-weekly basis
 - Any chemicals used are included as part of this service. Any plants determined to be damaged by use of chemicals will be replaced by the supplier at the supplier's expense.

9. Fall Cleanup shall consist of:
 - The cleanup will begin no later than September 30th
 - This service consists of a one-time cleanup of all leaves from beds, under shrubs and lawn areas.
 - Removal of annuals and trimming down all flowering perennials

10. Apply herbicides and/or pesticides on an "as needed" basis based upon the condition of lawns and shrubs to prevent loss/dying of plants trees and lawn areas. If required by law to have a licensed pesticide company to apply these items, successful bidder shall arrange for a subcontractor for these services at the City's pre-approved expense.

11. Successful bidder shall monitor all public lawns and landscaping areas, and notify the City's representative of needed property repairs and replacements.

12. Successful bidder shall be responsible for providing and maintaining all necessary equipment and tools such as blowers, trimmers, mowers, edgers, etc. to perform the lawn care and landscaping duties.

13. The successful bidder shall be responsible for the cost of pesticides, herbicides, fertilizer, mulch, shrubs, plants, trees and parts required for general maintenance.

(The ball playing fields located in the South Island and North Island parks are not included in this RFB process and are handled separately under agreement with the Wilmington Baseball Softball Association)

The successful bidders shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. In addition, the successful bidder is responsible to provide all state-approved vehicles and other equipment, material land use fees and equipment necessary for the provision of lawn care services at locations in Wilmington, I. The successful bidder shall be responsible for leaving all work sites in a clean condition and for the removal of any resulting debris.

The City Council reserves the right to reject any and all bids and to accept any bid which, in their opinion, is most advantageous to the City.

QUALITY OF SERVICE: As is the intent of any contract, the City expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

OPERATION OF VEHICLES: The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be parked according to all City Codes and ordinance in place at that time.

SUPPORT FACILITIES:

Successful bidder shall have available:

- Facilities and equipment adequate for evaluation of problems and control activities; and
- An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

BREACH OF CONTRACT: In the event that any of the provision of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Administrator of the City of Wilmington shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

TERMINATION OF CONTRACT: If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the City of Wilmington or be guilty of substantial violations of any provision of the contract, the City may without prejudice to any other right or remedy, terminate the contract immediately an re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens.

In cases not involving the public's health, safety and welfare a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

CITY'S RIGHT TO MODIFY CONTRACT: The City reserves the right to negotiate with the bidder and/or successful bidder for a change in terms of the contract, during the term of the contract

and to make adjustments relative to the implementation of a change that reduces or modifies the need for the lawn care services. If the City and the bidder and/or successful bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) days written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

REFERENCES: All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Experience in providing this service to local and/or state governmental entities is preferred.

PAYMENT: The successful bidder shall submit invoices on a monthly basis for all work completed. The City shall pay invoices for acceptable work within 30 days of receipt.

NO CONTACT POLICY: The bidder may ask any questions to the point of contact on this project prior to submission of a bid up to three (3) business days prior to the bid deadline. From the period between the time a bid is received by the City of Wilmington and a successful bidder is awarded, the contacting of and/or lobbying of any city official, which shall include the Mayor, City Council, Board or Commission, City Administrator, a Department Head and other staff is prohibited. These actions may eliminate your firm from the bid selection process.

CONTRACTOR CHECKLIST

The following items must be completed and submitted with the bid packet:

_____ **PRIME CONTRACTOR'S CERTIFICATE (Signed & Dated)**

_____ **COST PROPOSAL/EXECUTION OF PROPOSAL (Signed & Dated)**

_____ **BID PROPOSAL COST WORKSHEET (Signed & Dated)**

PRIME CONTRACTOR'S CERTIFICATION

I, _____, an Authorized Officer or Agent for
(Print Name of Authorized Officer or Agent)

_____, which is the Prime Contractor for
(Print Name of Prime Contractor)

(Name or Description of Contracted)

do hereby certify under oath that said Prime Contractor is not barred from contracting with any unit of State or local government as a result of a violation of either §33E-3 (Bid Rigging) or 33E-4 (Bid Rotating) of 720 ILCS 5/ Criminal Code of 2012. **NOTE: A person who makes a false statement, material to this certification, commits a Class 3 Felony.**

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33E can be reported to the Office of the Will County State's Attorney at (815) 727-8453 or the Wilmington Police Department at (815) 476-2811.

Signature of Authorized Officer or Agent

Dated

Title of Authorized Officer or Agent

COST PROPOSAL/EXECUTION OF PROPOSAL:

By submitting this proposal, the potential Contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Contractor is aware of prevailing conditions associated with performing these services.

The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

By: _____
Signature Printed Name

Title Date

I will meet all of the requirements and provide all of the services for amounts listed as outline in this bid proposal

Properties (see accompanying property maps):

- City Hall, 1165 S. Water Street**
- Wilmington Police Department, 129 Robert P. Weidling Drive**
- Claire’s Corner, 101 N. Water Street**
- Veteran’s Memorial Park, 125 Vine Street**
- North Island Park, 250 Bridge Street**
- South Island Park, 201 Bridge Street**

Annual Lump Sum:

Year One (2020-2021) \$ _____

Year Two (2021-2022) \$ _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

By: _____
Signature Printed Name

Title Date











