

MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS

2017

BID# CD-001-17

BIDDERS NOTE:

- Prevailing wage does not apply
- Certified payrolls not required
- Bid due on or no later than Wednesday, April 12, 2017 at 10:00 AM at City Clerk's Office, City Hall, 314 W. Stephenson St., 2nd Floor, Freeport, IL 61032
- Bid opening Wednesday, April 12, 2017 at 10:00 AM at Conference Room A, Council Chambers, City Hall, 314 W. Stephenson St., 2nd Floor, Freeport, IL 61032
- Expected bid award by city council: 4/17/17
- Contract begins: 5/1/17



City of Freeport, Illinois
Community Development
4/3/2017

CITY OF FREEPORT, ILLINOIS - BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Freeport with no additions.

Total versus "Per Item" awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

2. Delivery of Services and Merchandise. The City of Freeport accepts no responsibility for the condition or cost of any service or merchandise purchased or provided prior to acceptance by appropriate City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

3. Acceptance of Services and Merchandise. The City of Freeport reserves the right to refuse acceptance of delivered services or merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

4. Prompt Payment Act. The City of Freeport intends to comply with the governmental Prompt Payment Act. The awarded vendor will be paid upon submission of invoices to: City of Freeport Accounts Payable, 314 West Stephenson Street, Freeport, IL 61032.

5. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Freeport with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms.

6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

7. Legal Requirements. This contract sets forth the entire final agreement between the City of Freeport and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Stephenson County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

8. Safety. Prevention of accidents at any project site is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the

awarded vendor.

9. Criminal Background Check. When necessary, for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When *required* on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When *required* by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Freeport, Illinois is exempt. The City of Freeport, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the bid bond will be retained by the city as liquidated damages.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Community Development Director or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Freeport.

16. Subcontractor Payment. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Freeport reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Freeport City Council or funding grant program does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to retain the bid bond.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Community Development Director if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Community Development Department not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Community Development Director in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Community Development Director will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In cases of disputes as to whether or not an item or service quoted or delivered meets

specifications, the decision of the Community Development Director, or authorized representative shall be final and binding to all parties. The Community Development Director has the right to waive technicalities as they see fit. The Community Development Director may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Freeport reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Freeport City Council or the funding grantor not appropriating sufficient funds to complete the project. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires a awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When *required*, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM> . It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted per property via email, in Excel or some format compatible with Excel, to amills@cityoffreeport.org.

27. Substance Abuse Prevention. When *required* by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection,

construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Freeport, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Freeport intends to comply with SO ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

The City of Freeport reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

33. Equal Employment Opportunity Act. In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental

disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

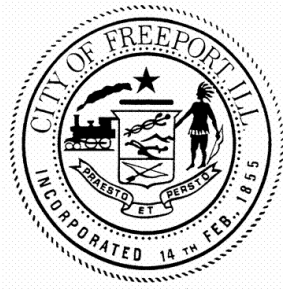


BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Freeport are **REQUIRED** to submit with any formal, sealed bid, all of the following documents and information, attached herewith, completed and signed:

- Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- The Certificate of Non-Segregated Facilities.
- Certificate of Non-Barred Bidding
- All executed Subcontractor/Leased Operator and Supplier forms.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.



EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____ to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____% of our work force are minorities and _____% of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future.

It is also our intent to make efforts to purchase supplies or equipment from small businesses located within City of Freeport or Stephenson County.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents *when required* by contract.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)



CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm



CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business

Enterprise Women

Business Enterprise

Neither

City-Certified? Yes No

City Certified? Yes No

**Subcontractor/Leased Operator of Equipment Detail
Form City of Freeport**

Firms submitting bids must supply information on Subcontractors/ Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Community Development Director or their designee. This form may be duplicated if additional space is necessary. All pages must be signed and submitted. _____

Subcontractor/Leased Operator Information	Type of work supplied.	MBE/WBE Business?		Dollar Amount	% of Bid Total
		YES	NO		
Please provide business name, address and contact.	Describe subcontractor/leased operator work performed.				
Name:					
Address:					
City/State:					
Contact:					

Signed

Title

Date

Supplier's Detail
City of Freeport

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Community Development Director or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted.

Subcontractor/Leased Operator Information	Type of work supplied.	MBE/WBE Business?		Dollar Amount	% of Bid Total
		YES	NO		
Please provide business name, address and contact.	Describe subcontractor/leased operator work performed.				
Name:					
Address:					
City/State:					
Contact:					

The bidder intends to procure _____ % of the total contract from MBE/WBE firms.

 [Type here]

 [Type here]

NOTICE TO BIDDERS

Sealed bids will be accepted by the City of Freeport, Illinois, City Clerk's Office, at 314 West Stephenson Street, 2nd Floor, Freeport, Illinois, 61032, until 10:00 a.m. local time on Wednesday, April 12th, 2017 for lawn mowing services at various locations throughout the City of Freeport. At that time, the bids will be publicly opened and read in the Conference Room A, Council Chambers, City Hall, 314 West Stephenson Street, Freeport, Illinois.

A copy of the bid specifications and bid form may be obtained from the Office of Community Development, City Hall Building, 314 West Stephenson Street, Freeport, Illinois from 8:00 a.m. to 5:00 p.m., Monday through Friday. Bids must be submitted on the bid form provided in the City's bid specifications document.

The need for lawn mowing services is anticipated for properties which are in violation of City of Freeport Codified Ordinances Chapter 694 – Weeds and Grass.

Sealed bid proposals must be clearly marked "2017 Mowing Bid" and submitted to the City Clerk on or before the time of the public bid opening.

The City of Freeport is an equal employment opportunity employer and does not discriminate in the award of contracts based on race, religion, gender, age, national origin, color, ancestry, marital status, or mental or physical handicap.

The City reserves the right to waive any irregularities in the bids and to reject any or all bids and to determine which is the lowest and/or best bid or bids.

Alexander S. Mills
Community Development Director

BID SPECIFICATIONS

CITY OF FREEPORT, ILLINOIS MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS 2017

1. GENERAL

The Contractor shall furnish all materials, labor, equipment and insurance to complete the work detailed in these specifications, or reasonably therein, to the satisfaction of the Community Development Director.

The Community Development Director or his designee will be available to describe the project and clarify any portion of the specifications that may not be clear or fully understood. Failure to comply with this requirement shall relieve the City of any obligations for payment for any work done by the Contractor, which is not specifically included within the description of the project. No verbal agreement or conversation with any municipal officer, employee, or agent before or during the execution of this contract shall effect or modify any of the terms or obligations herein contained.

2. INSURANCE WARRANTY AND DAMAGE

The Contractor shall furnish proof of coverage by adequate Workman's Compensation, Property Damage, Liability Insurance, and necessary licenses. Any questions about the specifications should be submitted in writing to the Community Development Department at 314 West Stephenson Street, Freeport, Illinois, 61032; faxed to 815-599-5819, or e-mailed to nuisance@cityoffreeport.org. The Contractor shall agree to hold harmless the City of Freeport for any claim arising out of the contractor's performance of work under these contractual specifications.

The contractor shall assume all responsibility for damage done to structures, property, or personal injury during the performance of work.

3. WORKMANSHIP

Competent labor shall be employed to provide first class workmanship under competent supervision, and the work must be acceptable to the Community Development Director or his designee. Failure to perform required work as specified and requested in a timely manner may lead, after proper notice and warning, to revocation of this contract or a reduction of payment from original agreement.

4. PAYMENT

The duration of responsibilities under this contract herein specified shall be from May 1st, 2017 through April 30th, 2018. Payment will be made twice per month during which work has been performed, within one week of regularly scheduled Freeport City Council meetings, which are held on the first and third Mondays of each month. Payment requests must be received in the City's Community Development Office at least ten (10) days prior to a regularly scheduled City Council meeting in order to receive payment during that payment cycle.

All charges shall specify which work has been performed, including, at minimum, the following information:

- The date the work was completed
- The address of the property
- A description of the work performed
- The total number of hours worked
- The charge per hour of work
- The total charge for work performed

Lack of adherence to this requirement may result in delay of payment until a properly submitted bill is received by the City.

5. SCOPE OF WORK

The successful bidder will perform mowing services for the City of Freeport for properties at various locations throughout the City which have been cited for violations of *Chapter 694 – Weeds and Grass* of the City's Codified Ordinances.

For each property requiring mowing, the Community Development Director or his designee will issue a Work Order to the Contractor, detailing the work required, which may include the following items: garbage and debris removal (necessary to complete mowing); mowing; trimming; and delivery of garbage/debris and landscape waste to the City of Freeport Transfer Station. The Contractor is responsible for preparing materials for disposal as required by the Transfer Station. The City will be responsible for paying Transfer Station tipping fees for waste directly related to work performed under this contract. All tipping receipts for materials that the Contractor delivers to the Transfer Station must be presented with the Contractor's invoice. Each tipping receipt shall be clearly marked with the address of the property from which the waste originated.

6. EQUIPMENT REQUIRED

Each bidder shall submit a detailed list of equipment available for completing the work required under the proposed contract. Equipment list provided by bidders must include, at minimum, all of the following: 1) riding mower(s); 2) walk-behind mower(s); 3) string trimmer(s); 4) hand tools including clippers, loppers, rakes, etc.; 5) leaf blower(s); and 6) vehicle(s) and trailer(s) for hauling equipment to work sites.

7. AWARD OF BID

In order to protect the interests of the City of Freeport, the Freeport City Council shall consider the experience of the bidder in mowing and maintaining lawn areas. In order to judge these qualifications, all bidders are required to submit professional references on previous work done, list all equipment available to do this job, list the number of personnel to be employed and furnish proof of insurance. The City Council reserves the right to reject any or all bids or to accept any combined or separate bid proposal or proposals that appears to be in the best interest of the City of Freeport.

BID FORM

CITY OF FREEPORT, ILLINOIS
MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS
2017

Bids are due on or before Wednesday April 12, 2017 at 10:00 AM local time.
Bids will be publicly open and read in Conference Room A, City Hall, 314 West Stephenson Street, Freeport, Illinois at 10:00 AM on Wednesday, April 12, 2017

I hereby bid the following amounts for mowing of properties with tall grass and weeds per the attached specifications.

Name of Firm: _____

Form of organization: Sole Proprietor Partnership Corporation Other

Address: _____

Contact Person: _____

Telephone: Day _____ Evening/Weekend _____

E-mail address: _____

Bid amount per person, per hour for services included in the Bid Specifications document:
\$ _____

The total prices listed above shall include everything required to fulfill the conditions of the contract, including, but not limited to, the following: all labor, materials, equipment, fees, costs, and insurance contemplated in these documents. Contract price shall be for the entire term of the contract, which shall be May 1st, 2017 through April 30th, 2018.

Please include the following attachments with your bid:

- 1) Three professional references (use attached sheet);
- 2) A summary of your experience;
- 3) List of equipment;
- 3) Number of people to be employed; and
- 4) Proof of liability insurance (minimum aggregate liability limit of \$1,000,000.00)
- 5) Proof of workers compensation insurance, with a schedule listing all employees

Deliver or Mail completed Bid Form to: City Clerk, City of Freeport, Illinois, 314 West Stephenson Street, Freeport, Illinois 61032, in a sealed envelope plainly marked "**2017 Mowing Bid.**"

The City reserves the right to waive any irregularities in the bids and to reject any or all bids and to determine which is the lowest and/or best bid or bids.

Date: _____, 2017

BIDDER:

Name of Company

BY:

Authorized Representative

Its:

<p>NOTE: WHEN FULLY EXECUTED, BID FORM AND OTHER CONTRACT DOCUMENTS REFERENCED IN INSTRUCTIONS AND GENERAL CONDITIONS SHALL SERVE AS CONTRACT.</p>

Date: _____, 2017

CITY OF FREEPORT

BY: _____

Mayor James L. Gitz

ATTEST:

Martha E. Zuravel, City Clerk

BIDDER CHECKLIST

CITY OF FREEPORT, ILLINOIS MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS 2017

Please complete this checklist and submit it with your bid.

- Completed bid form
- Proof of general liability insurance
- Proof of worker's compensation and employer's liability insurance, including schedule listing all employees covered
- List of persons to be employed
- List of all equipment available to do this job
- List of three professional references on previous work done
- EEO Affirmative Action Plan Statement of Policy
- Certification of Non-Segregated Facilities
- Certificate of Non-Barred Bidding
- Subcontractor/Leased Operator of Equipment Detail
- Supplier's Detail

BIDDER REFERENCES

**CITY OF FREEPORT, ILLINOIS
MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS
2017**

Please provide contact information for three professional references that will be able to provide information on your qualifications to fulfill the terms of the proposed contract. References must be from individuals and/or businesses for whom you have performed work similar to that covered under this bid submittal. Personal references do not meet this requirement.

Reference #1

Company Name _____

Contact Person _____

Address _____

Telephone _____

Nature of Relationship _____

Number of Years Known _____

Reference #2

Company Name _____

Contact Person _____

Address _____

Telephone _____

Nature of Relationship _____

Number of Years Known _____

Reference #3

Company Name _____

Contact Person _____

Address _____

Telephone _____

Nature of Relationship _____

Number of Years Known _____

BID TABULATION FORM

**CITY OF FREEPORT, ILLINOIS
MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS
2017**

*****THIS FORM TO BE COMPLETED BY CITY PERSONNEL*****

Name of Bidder	Bid Amount per man per hour	Completed Bid Form?	Three references included?	Summary of experience attached?	List of equipment attached?	Number of people employed attached?	Proof of insurance attached?	Responsive bid?

POTENTIAL BIDDERS

CITY OF FREEPORT, ILLINOIS
MOWING OF PROPERTIES WITH TALL GRASS AND WEEDS
2017

Name of Firm	Individual Receiving Bid Packet	Date	Signature