



Carrie Eklund
Central Services Manager
Finance Department

**INVITATION TO BID
CITY-WIDE WEED ABATEMENT
BID NO.: 311-CD-027**

3/25/11

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Friday, April 8, 2011

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at www.rockfordil.gov

CITY OF ROCKFORD, 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 Rockford with no additions.
2. 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.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. Legal Compliance. The awarded vendor 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 Rockford and the awarded vendor 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 Winnebago 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 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. 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 awarded 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 vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
10. 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.

11. 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.

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

13. Withdrawal of Bids. Bidders 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 City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

14. 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 Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

15. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council 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 vendor 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 remove the vendor from the City's bidder list for a period of up to three years.

16. 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 bidder'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 bidder at their request and expense.

17. EEO Forms. Each bidder 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 successful vendor.

18. Restrictive or Ambiguous Specifications. It is the responsibility of the bidder to review the invitation to bid specifications and to notify the Central Services Manager 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 Central Services Division 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.

19. Bid Protest. Bidders wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the bidder protesting, and the reason why the bidder is protesting the bid. The Central Services Manager will respond to the protest within 7 calendar days. A successful protest may result in the reversal of a previously awarded contract.

20. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.
21. 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.
22. Acceptance/Rejection of Bids. The City of Rockford 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 Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.
23. Prevailing Wage. When required by Illinois State Statutes or otherwise specified herein, not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by the court of review shall be paid to laborers, workman and mechanics performing work under this contract. Prevailing wage information may be obtained on the Internet by accessing The Illinois Department of Labor website at <http://www.state.il.us/agency/IDOL/>.
24. Certified Payroll. All Certified Payroll reports must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.
25. Substance Abuse Prevention. When required by Illinois State Statutes, successful 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.
26. Apprenticeship Requirement. For construction contracts over \$50,000, bidders 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 bidder'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.
27. 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 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.
28. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

29. 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.

30. Professional Services Selection Act. The City of Rockford intends to comply with 50 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.

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

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

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

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

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.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

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. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

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

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.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

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.

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, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/09)

Subcontractor/Leased Operator of Equipment Detail Form
City of Rockford

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 Diversity Procurement Officer, Central Services Manager, 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	Subcontract Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the work the subcontractor/leased operator will perform for this contract.			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			

The bidder intends to Subcontract/Lease Operators of Equipment for _____ % of the total contract with MBE/WBE firms.

Signed _____

Title _____

Date _____

**City-wide Weed Abatement
Bid No.: 311-CD-027**

1.0 General Scope

- 1.1 The City of Rockford is seeking bids from qualified vendors to perform contract work which consists of all labor, materials, equipment, and supplies necessary to perform weed abatement. The following specifications describe the work to be completed, what is required of the successful vendor, and any other information needed for a vendor to submit a responsible bid.
- 1.2 Examination of the Requirements. Vendors shall carefully examine the requirements for the project. To eliminate misconceptions, verify dimensions, elevation, working conditions, equipment needed, transportation and storage facilities. Vendors shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract, nor will the vendor be entitled to any extra compensation for his/her failure to verify their ability to fulfill the requirements in the contract and the City of Rockford weeds ordinance 302.4.

2.0 Standards and Regulations

- 2.1 License. Vendors shall secure all permits and licenses that may be required by federal, state or local laws. All costs for any and all permits and licenses shall be included in the bid, as no additional cost to the City will be allowed for such items at a later date.
- 2.2 Ordinances. Vendors shall observe all ordinances in the performance of this contract including the City of Rockford's Noise Ordinance which prohibits the operation of ground maintenance equipment between the hours of 10:00 p.m. and 7:00 a.m. within 600 feet of any building used for residential or hospital purposes.

***302.4 Weeds.** All premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, overgrowth, and underbrush other than trees or shrubs provided; however, this term shall not include cultivated crops, flowers and gardens. Enforcement of this provision shall be as provided in this Code, in Article I., Chapter 13, City of Rockford Code of Ordinances, and the provisions of Illinois Compiled Statutes, Chapter 65, Section 5/11-20-7. The city may pursue any or all of the remedies provided above in enforcement of this provision. When, overgrowth of weeds or plants endangers the public health and safety or when there is actual or potential danger in the proximity of dwellings and/or the public right-of-way, the code official shall cause the cutting of such weeds or plants, either through an available public agency or by contract or arrangement with private persons, and the cost of such cutting shall be charged against the real estate upon which the weeds or plants are located.*

3.0 General Requirements

- 3.1 Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the class of product described. Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time constraints stipulated. The City of Rockford shall make the final determination as to the vendor's ability to provide the desired services.
- 3.2 Experience. Only vendors with past experience with similar work as specified herein shall be considered for this project. **All vendors who submit bids shall include documentation indicating past experience, type and quantity of relevant equipment owned, and references to receive full consideration for contract award.**
- 3.3 Basis of Award. The City will award this contract to the lowest responsive and responsible vendors that are able to meet the requirements and criteria set forth in this document. A "responsive vendor" is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A

“responsible vendor” is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality. The City of Rockford may award the contract based on line item categories, by division or as a whole, whichever best serves the interest of the City. The City of Rockford reserves the right to amend the list of vendors/ contractors after the initial bid to contract is awarded.

- 3.4 Contract Non-Performance. It is understood that if, in the opinion of the designated City of Rockford representative, it is apparent that the vendor is not able to meet the requirements of these specifications, then the designated City of Rockford representative, in conjunction with the Central Services Manager, may reduce or terminate the contract with two weeks written notice, whichever is in the best interest of the City of Rockford. Every effort will be made to assist the vendor making a good faith effort to meet the obligations of the contract. However, nothing in this section shall undermine the City’s ability to take action on poor performance or default of contract as described above.
- 3.5 Vendor Contact. The vendor agrees to provide the City with a phone number(s), and an email address at which the vendor can be reached during work hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) and further agrees to return calls, messages, and emails left by the City **within 24 hours.**
- 3.6 Invoicing. All contractor invoices must be submitted to the City of Rockford Code Enforcement office within 14 calendar days of work completion in order to receive payment.
- 3.7 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured there under. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of “A-” or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation. The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful vendor for the duration of the contract unless explicitly waived by the Central Services Manager:
- 3.7.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$1 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$1 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3.7.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$1 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3.7.3 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$1 million general aggregate.

- 3.7.4 Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- 3.7.5 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.
- 3.8 Term of Contract. Vendor shall provide Weed Abatement services from date of award until December 31, 2011. Upon mutual consent, the City and the vendor may agree to extend the contract for three (3) additional one-year terms.
- 3.9 Liquidated Damages. The Vendor is responsible to remove trash and debris prior to each mowing occurrence as outlined in paragraph 5.2. If the Vendor fails to effectively remove trash and debris based on the observance of the designated City of Rockford representative or his designee, the City will notify the vendor of default (*see section 4.2.4*). The cost incurred to remedy the nuisance by the City may be deducted from any payments due to the Vendor from the City.
- 3.10 Contact. Questions regarding the contract shall be directed to Carrie Eklund, Central Services Manager at (815) 987-5565.
- 3.11 Bid form. The bid form attached consists of a number of sections. A price is requested from the vendor for each mowing occurrence at each site. At the bottom of each bid form is a total for all sites included in each group. In the blank provided, please add the cost of mowing each site included in the group for each occurrence to get a total per occurrence charge for each group. Vendors may bid on any or all sites and groups unless otherwise noted in division award section. The award will be made on whatever combination the City deems most advantageous. The City of Rockford reserves the right to amend the regulations of Section 302.4 of the Property Maintenance Code and the enforcement of said ordinance without affect to the bid to contract.
- 4.0 Vendor Performance**
The vendor agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner.
- 4.1 Abatement. The City will notify the vendor when mowing services are needed at any site, and the vendor shall complete such maintenance within a maximum of 5 days from issuance of cut order, unless an alternate time allotment is mutually agreed upon due to extenuating circumstances.
- 4.2 Weeds. Trimming of weeds and plants growing from sidewalk cracks, along curb lines, on fence line or roadway edges, so as to detract from the appearance of the site, are the responsibility of the vendor.
- 4.3 Final Appearance. To present a neat, clean appearance the vendor shall after each mowing occurrence clear grass clippings and other debris from sidewalks, driveways, curb side of street and paved areas. Vendors should avoid making contact with trees, shrubs, and ornamentals by mowers or string-trimmers.
- 4.4 Assignment of work. Work is assigned via cut orders which must be picked up in person by the contractor (or their designee) from the Code Enforcement Division, 2nd floor City Hall 425 E. State St. Rockford, IL 61104. New cut orders will not be issued if any outstanding cut orders have exceeded the time limit for proper notification and verification, *unless a previously approved extension has been granted due to weather or extenuating circumstances*.
- 4.5 Verification of Cut Orders. It is the vendors' responsibility to phone 815-987-5566, or email this information to a designated Weeds Abatement staff member for assigned cut orders within 24 hours of completion. Vendors

must specify cut order # completed. Completed cut orders that have not been phoned or emailed to be verified within 24 hours of the time allotted will be re-assigned to the next approved contractor to be completed. The originally assigned vendor that was assigned the cut order assumes any costs incurred as a result of this failure to appropriately notify staff. The City of Rockford reserves the right to make changes or alterations to which phone number, email, or designated staff member to be utilized for reporting.

- 4.6 Work Acceptance. The City of Rockford will designate a representative who will be responsible for responding to all questions that may arise as to the quality and acceptability of work performed under the contract. If, in the opinion of the designated City of Rockford representative, performance is unsatisfactory, the City shall notify the vendor of the areas verbally, in writing, or electronic communication (i.e. fax, email, or voicemail) which his or her performance is deficient. **The vendor will have three (3) calendar days from the date of notification to correct any specific instances of unsatisfactory performance.** Corrective measures required by the City of the vendor to meet performance standards will be completed at **no additional charge** to the City.
- 4.7 Additional Charges and Invoices. Extremely tall grass and weeds, and the abatement of same, is the expressed purpose of this contract. Tall growth alone does not constitute justification to add to the awarded bid amount. The totality of the situation, including, but not limited to, height of growth, volume of debris, lot terrain, water saturation, etc., will be considered prior to issuance of cut orders by City of Rockford designated staff. It is the sole responsibility of the vendor to present and maintain any and all documentation (i.e. digital photos, copies of all related paperwork, and recorded dates/times of activities related to invoicing) related to requests for additional compensation when work is considered more than normal and customary.
- 4.8 Equipment Issues. It is the responsibility of the vendor to immediately notify the City of any mechanical failures or any other circumstance that may delay or prevent the vendor from completing the work as scheduled.
- 4.9 Equipment/safety. The vendor shall remove equipment at the completion of the workday. The City of Rockford does not assume any responsibility, at any time, for the protection of or loss of equipment or supplies either at the work site or elsewhere.
- 5.0 On-Site Requirements**
- 5.1 Removal of yard waste. In the event that mulching is not possible due to the length of grass/ weeds at time of mowing, all yard waste must be removed from the property, and properly disposed of by the contractor or a designee of the contractor.
- 5.2 On-site preparation work. Prior to each mowing occurrence, the vendor shall pick clean the entire site, removing all litter, trash, branches, glass, and debris. Paper, cups and other litter must not be mowed so as to detract from the sites' appearance. "Minimal" cleanup is defined as the amount of debris that would fill two (2) forty-gallon trash bags. Any cleanup beyond this amount must be referred to a Zone Coordinator or other City of Rockford designee for on-site inspection and verification of possible additional charges.
- 5.3 String-Trimming. Final trimming around permanent objects such as trees, posts, shrubs, fences, guard rails, buildings, and signs will be accomplished with suitable mechanical equipment at the same cutting height as the rest of the turf.
- 5.4 Labor, Tools, and Equipment. The vendor agrees to furnish all necessary labor, tools and equipment in connection with the grounds maintenance of the specified locations.
- 5.5 Equipment. Mowing equipment can include riding mowers, walk behind mowers, nylon line trimmers and hand clipping, where necessary. Mowing equipment shall be kept in good, safe operating condition with sharp blades so that the grass is cut properly and in such a condition that oil and gasoline are not leaked.

- 5.6 Fueling and Oiling. Spilled gasoline and oil kills grass. Mowers will not be fueled and oiled in grass areas. They should be moved to paved areas for this function.
- 5.7 Scheduling. The vendor will perform the work in accordance with the schedule provided or the instructions received from the City representative. Generally, the work may be performed between the hours of 7:00 a.m. and 9:00 p.m. and on any day or days of the week in accordance with the City's noise ordinance (see section 2.3). If special circumstances require different hours the vendor shall seek approval for such a change from the City.

**City-wide Weed Abatement
Bid No.: 311-CD-027**

We bid as follows on a per cut basis:

PARCEL TYPE	SIZE	COST PER CUT
Weed abatement: to include mowing, string trimming, and minimal clean up		
Parcel w/o home	¼ acre or less	\$ _____
Parcel w/home	¼ acre or less	\$ _____
Parcel w/o home	Between ¼ and 1 acre	\$ _____
Parcel w/home	Between ¼ and 1 acre	\$ _____
Parcel w/o home	Between 1 and 2 acres	\$ _____
Parcel w/home	Between 1 and 2 acres	\$ _____
Large parcels	Greater than 2 acres (cost per acre)	\$ _____

Difficult terrain of any size and property cleans will be assessed and bid on a case by case basis.

Person, Firm or Corporation

Authorized Signature and Title