



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
GROUNDS MAINTENANCE FOR WATER SITES  
BID NO.: 311-PW-029**

3/28/11

Name of Bidding Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, April 13, 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.*

**Mandatory Pre-Bid Meeting 9:00 a.m., Local Time, Wednesday, April 6, 2011**

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, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***BIDS SUBMITTED BY FASC SIMILE 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](http://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 supplier will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
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 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 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 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 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 vendor and its subcontractors, agents, and employees. The vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The 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 vendor.
9. Control of the Work. With respect to the 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 vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the 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 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 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 successful firm 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. 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 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 successful firm 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 Contractor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the Contractor. Default is defined as failure of the Contractor 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 remove the firm 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 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 vendor at their request and expense.

17. 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.

18. Restrictive or Ambiguous Specifications. It is the responsibility of the prospective firm 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. Firms 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 firm protesting, and the reason why the firm 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](mailto:certified.payroll@rockfordil.gov).

25. Substance Abuse Prevention. When required by Illinois State Statutes, employers 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, contractors 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 contractor'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 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 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 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 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](mailto: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 \_\_\_\_\_

**Supplier Detail Form  
City of Rockford**

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 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.

Supplier Information		Type of Product Supplied	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the product the supplier v provide 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 procure \_\_\_\_\_ % of the total contract from MBE/WBE firms.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Grounds Maintenance for Water Sites**  
**Bid No.: 311-W-029**

**1.0 General Scope**

1.1 The City of Rockford Water Division is seeking bids from qualified vendors to perform contract work which consists of all labor, materials, equipment, and supplies necessary to perform ground maintenance. 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 Site. Vendors shall carefully examine the site 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 conditions at the site.

**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.

**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.

3.1.1 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.

3.1.2 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 and references to receive full consideration for contract award.

3.2 Vendor performance. The vendor agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner.

3.2.1 The Designated City of Rockford representative will decide 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 in which his or her performance is deficient. The vendor will have three working 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 should be completed at no additional charge to the City.

- 3.2.2 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.
- 3.2.3 It is the responsibility of the vendor to immediately notify the Designated City Representative of any mechanical failures or any other circumstance that may delay or prevent the vendor from completing the work as scheduled.
- 3.3 Contact. Questions shall be directed to Carrie Eklund, Central Services Manager at (815) 987-5565 or [carrie.eklund@rockfordil.gov](mailto:carrie.eklund@rockfordil.gov).
- 3.4 Mandatory Pre-Bid Meeting. A **mandatory** pre-bid meeting will be held Wednesday, April 6 at 9am at City Hall, 425 E State St. Vendors should proceed to the second floor, the meeting will be held in Council Chambers. Each bidder intending to submit a bid for this work must have a representative of the firm in attendance at the meeting or the bid will not be read.
- 3.5 Vendor Contact. The vendor agrees to provide the City with a phone number 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 and messages left by the City within 2 hours.
- 3.6 Basis of Award. The City will award this contract to the lowest responsive and responsible vendor that is 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.
- 3.6 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 thereunder. 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:

- 3.6.1 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), \$2 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).
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.7 Equipment/safety. The vendor shall furnish all equipment and supplies needed to fulfill this contract. 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.
- 3.8 Term of Contract. Vendor shall provide grounds maintenance services from date of award until December 31, 2011. Upon mutual written consent, the City and the vendor may agree to extend the contract for one (1) one-year term. The Vendor will be notified by the Designated City Representative within five working days of the last mowing. There may be some sites that require additional mowing past the regularly scheduled mowing season. This mowing will be completed at the discretion and direction of the Designated City Representative.
- 3.9 Acquired Property. The City reserves the right to add on additional properties as they are acquired during the term of the contract at a comparable cost to similar locations covered under this contract.

#### 4.0 **Specific Requirements**

- 4.1 Spring Clean Up. The vendor shall remove all leaves and winter debris from beds, turf and non-turf areas before the start of the first mowing. The removal of the leaves and winter debris shall take place before mowing starts in the spring. The vendor will notify the Water Production Section when this is completed.
- 4.2 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.
- 4.3 Maintenance. Mow lawns weekly. Hard blade edge lawn along all paved surfaces (i.e. sidewalks, driveways) twice during contract period. Rake lawn in and around shrubbery, ground cover, flower containers, sweep paved surfaces and remove cuttings.
- 4.4 Equipment. Mowing equipment can include riding mowers, walk behind mowers, nylon line trimmers and hand clipping, where necessary. Landscaping equipment can include weed whackers and hedge trimmers. Tree maintenance equipment can include chainsaws, pole saws, bucket truck, and chipper. Mowing equipment, landscaping equipment and tree maintenance equipment shall be kept in good, safe operating condition, so that all equipment operates properly and in such a condition that oil and gasoline are not leaked. Vendor shall submit a list of equipment and indicate the age of said equipment to be used for mowing. It is the vendor's responsibility to provide the means to operate the equipment i.e. fuel, generator for electrical powered equipment.
- 4.5 Fueling and Oiling. Spilled gasoline and oil kills grass. Equipment requiring fuel will not be fueled and oiled in grass areas: they should be moved to paved areas for this function.
- 4.6 Cutting Width/Cutting Pattern/Height of Cut. Minimum mower cutting width will be 48" to 60". For close in areas (i.e. building perimeters) push or self-propelled mower acceptable. Mowing pattern will be alternated diagonal pattern. Mower will be set at 2" to 2-1/2". Grass, when cut should be 2" to 2-1/2". In other works, mower setting should depend upon terrain being mowed to insure a final grass height of 2" to 2-1/2". Water Division supervisors shall have right to check equipment for compliance.
- 4.7 Final Appearance. Picking up or bagging of cut grass and raking of leaves are not normally required. Mowing patterns shall be such that the clippings and mulches are evenly distributed, not windrowed into noticeable deposits. Grass clippings will not be allowed to accumulate on hard surface areas, sidewalks or roadways. Mowing patterns will be established and equipment operated so that the height of cut is uniform and no scalping occurs. Trees, shrubs and other plants should not be "barked" by running into them with the mowing equipment.
- 4.8 Trimming. Final trimming around permanent objects such as trees, posts, shrubs, fences, guard rails, signs, curbsides, and roadway edges, will be accomplished with suitable mechanical equipment at the same cutting height as the rest of the turf so as not to detract from the appearance of the site. Trimmings are to be cleaned from all hard surfaces (sidewalks, curbs, driveways, and streets).
- 4.9 Ground Cover. All areas designated as ground cover are not to be mowed. These areas are to be hand trimmed to remove weeds only.

- 4.10 Tree Maintenance. The Vendor shall be required to respond to tree maintenance requests based on the need of the City of Rockford. Storm damage, hazard trees, broken limbs, hanging limbs, or any trees deemed as a hazard by the Water Division shall be secured by the vendor on an as needed basis. The Vendor shall be required to respond within 2 hours of notification if it is deemed an emergency. Costs shall be provided on a time and material basis, per hour, on the following manned equipment: aerial bucket truck, log loader truck, chipper unit, rubber tire end loader, crane, stump grinder, and chainsaw/groundman.
- 4.11 Landscaping. If it is determined that the Water Division needs the Vendor to perform landscaping the Vendor shall perform this within five business days. The Vendor shall be required to provide general landscaping at the sites listed in this contract. This would include but not limited to the application of mulch, planting of small trees or shrubs, trimming of hedges and the removal of weeds. The Vendor must have the necessary equipment and resources to provide this service without any support from the City of Rockford for equipment or personnel. Costs shall be provided on a time and material basis, per hour.
- 4.12 Spraying o f Herbicides. Herbicide formulation shall provide both pre-emerge and post-emerge broadleaf weed and grass control and be mixed and applied in accordance with the labeling Material Safety Data Sheet (MSDS) for each separate chemical being used. The responsibility for herbicide formulations, proper application, or chemical drift shall rest solely on the Vendor. Vendor shall provide their staff with all MSDS sheets for herbicides being used in these applications and must be carried with them at all times when herbicides are being mixed or applied. Costs shall be provided on a time and material basis, per hour.
- 4.13 Tree/Shrub Suckers. The vendor must remove suckers or water sprouts protruding from around the bases of trees, shrubs or developing in fence lines or near building foundations.
- 4.14 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. Vendor shall provide details on staff to be used in his operation.
- 4.15 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 6:00 a.m. and 6:00 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. The City reserves the right to add additional mowing cycles or site specific mowing. The City may also determine that a scheduled mowing cycle is unnecessary due to dry weather conditions. The respective City Representative shall be notified within 24 hours upon completion of a scheduled mowing cycle. All invoices shall be submitted to City Representative within 10 days of completing a mowing cycle and must include a valid invoice number, the specific cycle for which the invoice is presented, the group or block of sites, and the correct date.
- 4.16 Security Keys. Successful vendor (vendor) will make a deposit of \$75.00 per Water Division key issued. Upon the termination of contract the deposit will be refunded. Loss of key or keys will forfeit key deposit refund.
- 4.17 Bid form. A price is requested from the vendor for each occurrence at each site for mowing and the seasonal work that is performed once at the beginning of the season. There are line items for a per hour amount to perform Landscaping, Tree Maintenance, and Spraying of Herbicides.

Please add the hourly rate and total amount of hours estimated for each category for a total. An hourly rate is requested for work performed for tree maintenance, landscaping, and spraying of herbicides.

4.18 Liquidated Damages. The Vendor is responsible to remove trash and debris prior to each mowing occurrence as outlined in paragraph 4.2. 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 him of default. The City will assess liquidated damages against the Vendor in the amount of 50% per site, per mowing occurrence. This amount may be deducted from any payments due to the Vendor from the City.

4.19 Locations.

Main Office Complex:

Main Office, 1111 Cedar Street  
Cedar Street Reservoir, 1111 Cedar Street  
Main Pumping Station, 1141 Cedar Street  
(Group #1) NW corner Cedar/Tay Street

Well #4	801 Marchesano Drive
Well #5	2526 Pelham Road
Well #6	2604 – 19th Avenue
Well #9	2708 Crosby Street
Well #10	4316 Newburg Road
Well #11	1218 – 7th Avenue
Well #12	1022 Benton Street
Well #13	4625 Skyline Drive
Well #16	4550 Harrison Avenue
Well #17	3700 Brookview Road
Well #18	1409 South Johnston Avenue
Well #19	1220 Lockheed Lane
Well #20	2434 North Central Avenue
Well #22	5110 Auburn Street
Well #23	1206 Elmwood Road
Well #24	6475 Cessna Drive
Well #25	5602 Springcreek Road
Well #26	5616 East State Street
Well #27	5834 Guilford Road
Well #28	5400 Kishwaukee Road
Well #29	4750 Pepper Drive
Well #30	6544 Palo Verde Drive
Well #31	1780 Bell School Road
Well #33	930 Arthur Avenue
Well #34	3945 Dawes Road
Well #35	2944 Bildahl Street
Well #36	4141 Samuelson Road
Well #37	2100 Huffman Boulevard
Well #39	7423 Springbrook Road
Well #40	788 Lyford Road
Well #42	6733 Newburg Road
Well #43	3447 Publishers Drive
Well #44	5250 Owen Center Road

Zone Cont Valve #9	3030 Chestnut Street
Elevated Tank (T 02)	2310 Wentworth Avenue
Elevated Tank (T05)	Christopher Drive
Rockton Avenue IZ	4834 Rockton Avenue
South of Elevated Tank (T 02)	5200 Harrison Avenue

**Site Demolition (Maintained Based on Condition of Landscaping)**

Well #4	801 Marchesano Drive
Well #12	1022 Benton Street
Well #11	1218 – 7th Avenue
Well #16	4550 Harrison Avenue
Well #20	2434 North Central Avenue
Well #27	5834 Guilford Road

**Bid On**  
**Grounds Maintenance for Water Sites**  
**Bid No.: 311-W-029**

SITE	LOCATION	COST PER CUT	SPRING CLEAN UP COST (1-TIME)
<i>Well Houses</i>			
Well 4	801 Marchesano Dr	\$ _____	\$ _____
Well 5	2526 Pelham Rd	\$ _____	\$ _____
Well 6	2604 19 <sup>th</sup> Ave	\$ _____	\$ _____
Well 9	2708 Crosby St	\$ _____	\$ _____
Well 10	4316 Newburg Rd	\$ _____	\$ _____
Well 11	1218 7 <sup>th</sup> Ave	\$ _____	\$ _____
Well 12	1022 Benton St	\$ _____	\$ _____
Well 13	4625 Skyline Dr	\$ _____	\$ _____
Well 16	4550 Harrison Ave	\$ _____	\$ _____
Well 17	3700 Brookview Rd	\$ _____	\$ _____
Well 18	1409 S Johnston Ave	\$ _____	\$ _____
Well 19	1220 Lockheed Ln	\$ _____	\$ _____
Well 20	2434 N Central Ave	\$ _____	\$ _____
Well 22	5110 Auburn St	\$ _____	\$ _____
Well 23	1206 Elmwood Rd	\$ _____	\$ _____
Well 24	6475 Cessna Dr	\$ _____	\$ _____
Well 25	5602 Springcreek Rd	\$ _____	\$ _____
Well 26	5616 East State St	\$ _____	\$ _____
Well 27	5834 Guilford Rd	\$ _____	\$ _____
Well 28	5400 Kishwaukee Rd	\$ _____	\$ _____
Well 29	4750 Pepper Dr	\$ _____	\$ _____

Well 30	6544 Palo Verde Dr	\$	_____	\$	_____
Well 31	1780 Bell School Rd	\$	_____	\$	_____
Well 33	930 Arthur Ave	\$	_____	\$	_____
Well 34	3945 Dawes Rd	\$	_____	\$	_____
Well 35	2944 Bildahl St	\$	_____	\$	_____
Well 36	4141 Samuelson Rd	\$	_____	\$	_____
Well 37	2100 Huffman Blvd	\$	_____	\$	_____
Well 39	7423 Springbrook Rd	\$	_____	\$	_____
Well 40	788 Lyford Rd	\$	_____	\$	_____
Well 42	6733 Newburg Rd	\$	_____	\$	_____
Well 43	3447 Publishers Dr	\$	_____	\$	_____
Well 44	5250 Owen Center Rd	\$	_____	\$	_____
Zone Cont Valve 9	3030 Chestnut St	\$	_____	\$	_____
Elevated Tank (T 02) South of	2310 Wentworth Ave	\$	_____	\$	_____
Elevated Tank (T 02)	5200 Harrison Ave	\$	_____	\$	_____
Elevated Tank (T 05) Rockton Avenue	Christopher Dr	\$	_____	\$	_____
Inner Zone	4834 Rockton Ave	\$	_____	\$	_____
Main Office/ Cedar St Reservoir	1111 Cedar St	\$	_____	\$	_____
Main Pumping Station	1141 Cedar St	\$	_____	\$	_____
Open Lot	NW corner Cedar/Tay St	\$	_____	\$	_____
TOTAL ALL SITES		\$	_____	\$	_____

Hourly Services

Service	Estimated Annual Hours	Cost per Hour	Total Cost
Tree Maintenance	40	\$ _____	\$ _____
Landscaping	50	\$ _____	\$ _____

Herbicide Spraying

30

\$

\$

TOTAL BID

(mowing all sites + spring cleanup all sites + tree maint + landscaping  
+herbicide)

\$

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Person, Firm or Corporation

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Authorized Signature and Title