

# CITY OF GALESBURG



## PURCHASING

55 West Tompkins Street  
Galesburg, IL 61401  
Phone: 309/345-3678

### INVITATION FOR BIDS

For miscellaneous clean-ups  
As requested by Planning & Public Works  
For the City of Galesburg

#### Instructions to Bidders

1. An advertisement for sealed bids on the above was published in the Galesburg Register-Mail on October 16, 2018. As stated in such notice, bids will be received until 11:00 a.m., local time, November 07, 2018: and, at that time, publicly opened and read aloud in the Basement Conference Room, located in City Hall.
2. The person, firm or corporation making a bid shall submit it in a sealed envelope to the Purchasing Agent or his duly designated representative on or before the hour and the day stated above. The notation "Bid on miscellaneous clean-ups" shall appear on the outside of the sealed envelope. In addition, the bidding vendor should include their company name on the outside of the bid envelope.
3. The bidder shall insert the prices on the Bid Form. The prices inserted shall be net and shall be the full, delivered cost, including all factors whatsoever.
4. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.
5. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
6. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.
7. The completion date will be considered in the award selection.
8. Applicable insurance coverage shall be carried by the successful bidder per the attached Special Provisions sheet for Contractor's Insurance. **A copy of active insurance shall be submitted to the City prior to the beginning of any work.**

9. The City will make one lump sum payment within thirty days following the completion and acceptance of the work ordered.
10. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing and agreed to by the Purchasing Agent.
11. The City of Galesburg reserves the right to reject any and all bids and to waive any informalities or technicalities in the bidding. Any bid submitted will be binding for (60) sixty days after the date of the bid opening.
12. The City has adopted an "Equal Employment Opportunity Clause", which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's office, City Hall, Galesburg, Illinois.
13. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed bids must be accompanied by a properly prepared Certificate of Compliance Form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.
14. Bidder certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of bidding shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that supplier.
15. The City requires that vendors be paid through ACH (automatic clearing house). The awarded vendor will be required to provide the City with applicable banking information for proper payment. An ACH form is attached to this document for vendor review.
16. These instructions are to be considered an integral part of any bid.

Dated: October 15, 2018

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Kraig Boynton  
Purchasing Agent

Specifications for  
Miscellaneous Clean-Ups  
As Requested by Planning & Public Works  
for the City of Galesburg, IL

GENERAL: The City of Galesburg has maintained an agreement for the last three years for an independent contractor to provide miscellaneous clean-ups on properties. This agreement will expire on 12/31/18 and the City wishes to seek bids to enter into a new agreement. This agreement will authorize an independent contractor on a contractual basis to perform necessary small and large clean ups within the community. For example, work may include trimming weeds or mowing in areas City equipment cannot reach, leveling of dirt piles, removal of trash and debris from properties (which may include scrap metal, non-useable lumber, firewood, yard waste, bricks, blocks, concrete chunks of various size, fallen trees, demo piles from collapsed garages or storage sheds, shingles, tires, and any miscellaneous garbage. Ultimately, the City would wish to enter into a three-year agreement with a qualified firm with the option to extend this agreement on an annual basis for up to two additional years.

DETAILED: As stated above, the independent contractor selected for this work will be required to remove the various debris or clean-up sites as directed by Planning & Public Works. Most jobs will require that work be completed within three to five business days of instruction. The time frame to complete large jobs will be mutually agreed upon by the independent contractor and the Community representative charged with monitoring the project. Regardless, all material indicated for removal shall be removed and disposed of in a legal manner. Independent contractor will be required to submit applicable weight and dump tickets to the division for any items required to go to landfill.

The independent contractor shall maintain and operate equipment to perform the necessary tasks required for this work. This shall include equipment large enough to pick up and move large concrete pieces and heavy items. Mowing equipment shall include a bush hog and a finishing mower. Hauling equipment shall include a minimum of two dump trucks. In addition, the independent contractor shall maintain miscellaneous lawn maintenance equipment such as rakes, shovels, weed eaters, loppers, chainsaws, wood chippers, stump grinder, and the ability to cut/trim hedges.

Interested parties are requested to submit per hour pricing for labor and gas powered equipment (mowers or vehicles) required to perform services. Small pieces of equipment such as rakes, shovels, etc. shall be considered incidental to the work performed. In addition, interested parties should include percentage of mark up that will be charged on all material turned in to the landfill as well as any necessary markup for specialty equipment that may need to be rented during the course of this contract. Pricing shall be submitted for years one, two, and three. If equipment is not listed, bidder may provide add that equipment and related cost in the blank spaces provided. Any equipment added during the course of the contract will be agreed upon mutually. Rates to be charged for years four and five will be negotiated prior to January 1<sup>st</sup> of the applicable year.

All interested parties shall fill out the pricing sheet as requested on this bid document to ensure the City is comparing like items when reviewing the pricing from vendors.

- Rates entered in the “Charge for Labor Only” section shall be for one laborer for one hour of work.
- Rates entered in the “Charge for Equipment per **LOAD**” shall include the cost of one laborer and that piece of equipment to collect and haul away load in that vehicle
- Rates entered in the “Charges for Equipment by **HOURL**” shall include the hourly rate a firm intends to charge the City for both the equipment and the labor of one person associated with that equipment for one hour).
- Rates entered in the “Rentals” and “Landfills” section shall be entered as the percent of mark up a firm intends to charge the City for such charge. For example, if a firm intends to charge a 5% markup to the City, the firm would enter 1.05% for their rate.

In all instances, contractor shall maintain active insurance as indicated in the specifications of this bid. The agreement entered will be able to be terminated with due cause by either party with written notice at least 45 days in advance.

In addition to submitting pricing for both labor and equipment, bidder shall provide a minimum of three references for performing this type of work in the last three years. Current vendor holding this contract is exempt. References shall include company name, contact person, contact phone number, and contact email address.

# CITY OF GALESBURG



PURCHASING  
55 West Tompkins Street  
Galesburg, IL 61401  
Phone: 309/345-3678

## BID FORM

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

The Bidder above mentioned declares and certifies:

- First- That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose; and, is in all respects, fair and without collusion or fraud.
- Second - That no officer, employee or person whose salary is payable in whole or in part from the City of Galesburg is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof.
- Third - That said bidder has carefully examined the Instructions to Bidders and the Specifications; and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, the services for which this bid is made.
- Fourth - That the prices quoted herein are net and exclusive of all taxes from which the City of Galesburg is exempt.

Fifth - That the cost of the project, which meets the requirements as set forth in the Instructions to Bidders and the Specifications aforementioned is:

	Year 1 (in dollars)	Year 2 (in dollars)	Year 3 (in dollars)
Charge for Labor Only:			
Hourly Labor Charge (person only/no equipment))			

	(in dollars)	(in dollars)	(in dollars)
Charge for Equipment per <u>LOAD</u> :			
Dump Truck (assume 5 C.U.Y.D.) (flat fee per <u>LOAD</u> )			
Dump Truck (assume 10 C.U.Y.D.) (flat fee per <u>LOAD</u> )			
Pick-up Truck (flat fee per <u>LOAD</u> )			

	(in dollars)	(in dollars)	(in dollars)
Charges for Equipment by <u>HOUR</u> (fee to include 1 laborer and equipment):			
Bush Hog (per hour includes equipment and labor)			
Finishing Mower (per hour includes equipment and labor)			
Tiller and all (per hour includes equipment and labor)			
Other Lawn Equipment (per hour includes equipment and labor)			
Compact Tractor w/loader (per hour includes equipment and labor)			
Backhoe (per hour includes equipment and labor)			
Bobcat (per hour includes equipment and labor)			
Large Wood Chipper (per hour includes equipment and labor)			
Stump Grinder (per hour includes equipment and labor)			
Bucket Truck(____ ft. Height) (per hour includes equipment and labor)			

	(in dollars)	(in dollars)	(in dollars)
Lump Sum Charges for Ala Carte Item Special Pick Ups			
Small televisions (40" or smaller)			
Large televisions (over 40")			
Car tires			
Tractor tires			
Dressers			
Couches/Loveseats			
Mattress or Mattress set (any size)			
White goods (fridge, stove, water heater, etc)			

Rentals:

(percent,  
#.##)

(percent,  
#.##)

(percent,  
#.##)

% Markup for Rentals			
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Landfill:

(percent,  
#.##)

(percent,  
#.##)

(percent,  
#.##)

% Markup for Landfill Bills			
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Minimum Call Out Fee:

(in dollars)

(in dollars)

(in dollars)

Fee Charged if contractor service requested and then canceled once on at location.			
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Sixth-

That said bidder has executed the Certificate of Compliance, and has submitted herewith.

\_\_\_\_\_  
Person, Firm or Corporation

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Printed name of signer

RETURN WITH BID  
TO THE CITY OF GALESBURG, ILLINOIS  
CERTIFICATE OF COMPLIANCE

EMPLOY- MENT	SUPER- VISORY	SALES	OFFICE	SKILLED	SEMI- SKILLED	NON- SKILLED
WHITE						
BLACK						
OTHER						
MALE						
FEMALE						

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. THE CONTRACTOR OF COMPANY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAPPING CONDITION UNRELATED TO ABILITY TO PERFORM THE JOB; AND, WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, SEX, AGE, HANDICAPOR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR OR COMPANY AGREES TO POST, IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

2. THE CONTRACTOR OR COMPANY WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES OR ON THEIR BEHALF, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, SEX, AGE, HANDICAPPING CONDITION UNRELATED TO ABILITY OR NATIONAL ORIGIN. THE SAME SHALL HOLD TRUE WHEN RECRUITMENT SOURCES ARE USED TO SECURE APPLICANTS.

3. THE CONTRACTOR OR COMPANY AGREES TO NOTIFY ALL OF ITS SUBCONTRACTORS OF THEIR OBLIGATION TO COMPLY WITH THE NON-DISCRIMINATION POLICY.

4. IN THE EVENT OF THE CONTRACTOR'S OR COMPANY'S NON-COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSES OF THE CONTRACT OR PURCHASE OR WITH ANY OF SUCH RULES, REGULATIONS OR ORDERS, THE CONTRACT OR PURCHASE MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR OR COMPANY MAY BE DECLARED INELIGIBLE FOR FURTHER CITY CONTRACTS OR PURCHASES IN ACCORDANCE WITH THE AFFIRMATIVE ACTION PROGRAM ADOPTED BY THE GALESBURG CITY COUNCIL AT THEIR MEETING ON AUGUST 6, 1990.

By: \_\_\_\_\_  
BIDDER



RETURN WITH BID

CITY OF GALESBURG  
MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and Sworn to Before me this\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Person, Firm, or Corporation

\_\_\_\_\_  
Notary Public

**SPECIAL PROVISIONS TO COVER**  
**CONTRACTOR'S AND MUNICIPAL VENDORS**

The Contractor, or Municipal Vendor, shall not commence work under this contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City; nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved by the City.

<u>COVERAGE</u>	<u>LIMITS</u>
1) Comprehensive General Liability	
Bodily Injury	\$500,000 each occurrence \$500,000 aggregate
Property Damage	\$500,000 each occurrence \$500,000 aggregate
OR	
	\$1,000,000
Combined Single Limit Comprehensive Form Premises-Operations Explosion Collapse Hazard Underground Hazard Products/Completed Operations Contractual Insurance* Broad Form Property Damage Independent Contractors	

\*See separate Hold Harmless Agreement for Contractors and Municipal Vendors.

<u>COVERAGE</u>	<u>LIMITS</u>
2) Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each accident
3) Property Damage	\$100,000 OR \$500,000 Combined Single Limit
Comprehensive Form Hired Non-Owned	
Workers' Compensation	
A. Statutory B. \$500,000 each accident	

4) Excess Liability - Umbrella Form

Although not a minimum requirement unless specifically stated, all contractors should seriously consider an umbrella policy of at least \$1,000,000.

The above insurance requirements are minimum insurance requirements, however, the City of Galesburg, Illinois reserves the right to demand specific insurance requirements for specific contracts.

The contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, satisfactory to the City, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, being whenever the improvement called for by the contract shall have been completely performed on the part of the contractor and all parts of the work have been approved and accepted by the City, and the final payment made. The policy of insurance shall include the City as an additional insured or provide separate coverage with an Owner's Protective policy.

All such insurance must include an endorsement whereby the insurer agrees to notify the City at least 30 days prior to non-renewal, reduction, or cancellation. The contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

**THIS FORM IS BASED ON IRS REQUIREMENTS FOR THE SAME ESSENTIAL INFORMATION AS A W-9**

RETURN TO: CITY OF GALESBURG  
ATTN: A/P  
55 W TOMPKINS ST  
GALESBURG, IL 61401

OR FAX TO: 309-343-4765

The following information is needed to complete your vendor file and to comply with IRS requirements. Please fill out this form as completely as possible to ensure proper payment to you. Please return completed form as soon as possible to The City of Galesburg at the above address or fax number. Please call 309-345-3674 with any questions.

BUSINESS NAME: \_\_\_\_\_

INDIVIDUAL NAME: \_\_\_\_\_

(for Sole Proprietors as appears on Social Security Card)

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

YOUR TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_  
(FEIN or business tax ID. No.)

OR, YOUR SOCIAL SECURITY NUMBER: \_\_\_\_\_  
If using SSN, enter the name on the card above as Individual Name.)

**PLEASE CHECK APPROPRIATE BOX:**

☐ Individual/Sole Proprietor    ☐ Corporation    ☐ Partnership    ☐ Other \_\_\_\_\_

**YOUR COMPANY PROVIDES:**

☐ Legal Services    ☐ Services    ☐ Materials    ☐ Other \_\_\_\_\_

**ARE YOU SUBJECT TO BACKUP WITHHOLDING?**

☐ Yes    ☐ No

PERSON TO CONTACT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**UNDER PENALTY OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT AND COMPLETE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**FOR OFFICE USE ONLY**

☐ ENTERED INTO SYSTEM

VENDOR NUMBER: \_\_\_\_\_

**Only required to be submitted if your firm is the awarded vendor.**



**City of Galesburg**

Operating Under Council – Manager Government Since 1957

Due to the procedural change in the City Council agendas, vendor payments will only be approved at the first Council meeting of the month, therefore, vendors will now be paid on a monthly basis.

The City of Galesburg will no longer be issuing checks for vendor payments. The City will pay vendors through ACH by automatically depositing payments to a bank checking/savings account (once a month) or payment to vendors can be made by credit card at the time of purchase.

In order to process your next payment, please fill out the following information and provide a copy of a void check. Please mail to City of Galesburg, Accounts Payable, P.O. Box 1589, Galesburg, IL 61402-1589 or fax the completed form and a void check, if the funds are being deposited to a checking account, to the fax number listed below.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Checking/Savings Acct Number: \_\_\_\_\_

(Please indicate type of account by circling Checking or Savings)

Bank Routing Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Payment information will be e-mailed to you approximately 2 days prior to the funds being credited to your bank account. If you have any questions, please contact me.

Sharon L. Heiden  
Accounts Payable  
City of Galesburg  
309-345-3674  
309-343-4765 fax