

CITY OF AURORA, ILLINOIS
INVITATION TO BID 24-019

Senior and Disability Services Senior Lawn Mowing Support Program

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CITY OF AURORA
INVITATION TO BID
24-019

Senior and Disability Services Senior Lawn Mowing Support Program

The City of Aurora invites you to bid on anticipated mowing and weed maintenance for private property under the guidance of the Senior and Disability Services Division for their Senior Lawn Mowing Support Program.

Sealed Bids will be received at the City of Aurora, City Clerk, 44 East Downer Place, Aurora, Illinois 60507 until 2:00 pm, on Wednesday, February 28, 2024 to determine proposals for the anticipated above-named purchase.

Included please find specifications and other pertinent documents necessary for you to respond to this Bid Invitation.

The contract is for a one-year term, with optional two 1-year extensions, subject to mutual consent between the City of Aurora and the selected vendor. The City reserves the right to award the bids to multiple vendors.

All bids are to be submitted on the bid proposal form provided entitled: "24-019 Senior and Disability Services Senior Lawn Mowing Support Program".

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "24-019 Senior and Disability Services Senior Lawn Mowing Support Program".

Each Bidder shall submit with his Bid a Bid Bond in the amount of \$500.

The City of Aurora has a local preference ordinance that will apply to this contract.

All inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. **Questions will be accepted until 8:00 am, Tuesday, February 20, 2024.** Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.us/bids.aspx> by 12:00 pm, Thursday, February 22, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after February 20, 2024 12:00 pm cut-off date/time.**

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority business firms to submit bids and encourages the successful firm to utilize minority businesses as applicable.

Any bidder who owes the City money may be disqualified at the City's discretion.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

Torres and Sons Law Care LLC
1614 Coolidge Ave
Aurora, IL 60202
Jolene



BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Tavarez and Sons Lawn Care LLC

ADDRESS 1614 Coolidge Ave

CITY/STATE/ZIP CODE Aurora, IL, 60505

NAME OF CORPORATE/COMPANY OFFICIAL Raymundo
PLEASE TYPE OR PRINT CLEARLY

TITLE Owner

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 2/14/2024

TELEPHONE (630) 978-2455

FAX No. () _____

Subscribed and Sworn to

Before me this 14th day

of February, 2024

[Signature]
Notary Public



STATE OF ILLINOIS)
) ss.
County of Kane)

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 14th day of February, 2024.

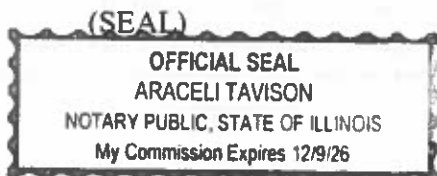
By Raymundo T.
(Signature of Bidder's Executing Officer)
Raymundo Tavaraz
(Print name of Bidder's Executing Officer)
Owner
(Title)

ATTEST/WITNESS:

By Ray
Title owner

Subscribed and sworn to before me this
14th day of February, 2024.

Araceli Tavisson
Notary Public



CITY OF AURORA, ILLINOIS
INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Package; (b) execute a performance bond necessary for surety acceptable to the City of Aurora in the amount of five thousand dollars (\$5,000.00) and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; and (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BIDS

- a. **Bidder must submit one (1) complete, sealed, signed and attested copy of the bid which shall be a bound copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive. The copy shall be the forms with the original signatures.**
- b. The City reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bid will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. Any Bid received by the Office of the City Clerk after **2:00 p.m. on Wednesday, February 28, 2024** shall be rejected.
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contain irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

04. WITHDRAWAL OF BIDS

Bidders may not withdraw their Bid after the Bid opening without the approval of the Purchasing Director. Requests to withdraw a Bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its Bid by written request, provided that the request is received by the City Clerk prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the City Clerk prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

05. BID DEPOSIT

Each Bidder shall deposit with his Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, **in an amount of \$500**, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the contractor, proper insurance certificates and a Performance and Payment Bond in one hundred percent of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract. All Bid deposits will be retained by the City until a Bid award is made, at which time the

Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the contractor shall not be considered complete, until final inspection and acceptance by the City of the contractor's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance.

Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish a Performance Bond in the amount of \$5,000.00, along with Public Liability Insurance and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

07. CITY'S AGENT

The Purchasing Director, or his delegate, shall represent and act for the City in all matters pertaining to the Bid proposal and contract in conjunction thereto.

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the contractor, the contractor may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- Any bidder who owes the city money may be disqualified at the City's discretion.

10. ALTERNATE BIDS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid proposal package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid, each Bid, after the first, is to be considered an **alternate**. **THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE BID"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. BID AWARD

Except as otherwise may be stated in the Specifications, Bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of the City, in the City's sole discretion. However, if the Bidder modifies limits, restricts or subjects his Bid proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Bid proposal and will not be accepted. The City reserves the right to delete any Bid item listed in the Bid.

12. PRICES

- a. Unit prices shall be shown for each unit on which there is a Bid, and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the Bid proposal.
- b. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid or his authorized representative must initial any alteration in ink.)

13. DISCOUNTS

Cash discounts for payment thirty (30) days or more may be considered in awarding the Bid. Discounts of less than thirty (30) days will not be considered in the Bid evaluation. Where the net Bid is equal to a Bid with the cash discount deducted, the award shall be made to the net Bid. Discounts will be figured from the date of receipt of a proper invoice.

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. PAYMENTS

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et.seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Bidder shall submit invoices via e-mail to PurchasingDL@aurora.il.us or to the following address:

City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507

16. DEFAULT

In case of default by successful Bidder, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

18. SIGNATURES

Each Bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

19. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

20. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

21. PATENTS

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

22. DEMONSTRATIONS

Bidders are required, if requested to do so, to effect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

23. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

24. DATA

Complete and detailed brochures and specifications for vehicles equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

25. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

26. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Bidder in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

27. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

28. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on

each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

29. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees

which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

30. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

31. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit bid proposals and encourages the successful contractor to utilize minority businesses as sub-contractors for supplies, equipment services and construction.

32. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions with the Bidder's subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of duly authorized representatives of the City, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City's authorized representative, in the manner and subject to all of the requirements specified in the contract.

33. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the contract no later than five (5) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract.

34. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year

from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

35. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Bidder may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the next lowest Bidder or in the creation of a new Bid.

36. PERSONNEL AND EQUIPMENT

The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and contractor shall provide identification of its personnel if requested by the City.

Any contractor's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the contractor's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

37. TIME

Bidder shall schedule its Work and that of its subcontractors to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

38. QUESTIONS

All inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, February 20, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.us/bids.aspx> by 12:00 pm, Thursday, February 22, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after February 20, 2024, 8:00 a.m. cut-off date/time.**

It is the responsibility of the interested bidder to check our website and assure they have received any addendum, if issued, and acknowledge such receipt where indicated.

CITY OF AURORA

BID 24-019

SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

1.1.0 DESCRIPTION

The City of Aurora desires to enter into an agreement with a contractor for mowing and weed maintenance for privately-owned parcels as a part of our Senior Lawn Mowing Support Program that provides routine services for eligible and approved seniors and disabled residents. The contract will be for one (1) year, with optional two (2) one-year extension based upon mutual agreement between the contractor and the City of Aurora commencing April 2024. The City reserves the right to award the bid to multiple vendors.

The contractor awarded the contract shall agree to furnish all labor, equipment and insurance to provide described landscaping service in a safe, professional, and workmanlike manner.

2.0.0 GENERAL

- 2.1.0 Landscape maintenance will generally be confined to parkways and privately-owned parcels.
- 2.2.0 At the direction of the Division responsible for that list the turf will be mowed upon written request via email.
- 2.3.0 Contractor shall have sufficient equipment and personnel to complete mowing requests in 48 hours.
- 2.4.0 Contractor will provide locations mowed via email, photographs of the address and the areas requiring mowing and edging shall be taken prior to work occurring. These photographs as well as photos showing completion of the work shall accompany all invoices to the City.
- 2.5.0 Any and all debris to be removed from landscaped areas prior to each mowing cycle and disposed of properly.
- 2.6.0 Grass clippings are not to be blown into the street or over the sidewalk unless cleaned by the contractor. Grass and weed clippings shall be mulched to a clipping length not to exceed one inch. Clippings exceeding this length shall be required to be bagged, removed from the site and disposed of properly. Turf areas to be mowed between 2-1/2" and 3-1/2" dependent upon weather/season.
- 2.7.0 Hand or power trimming of grass and weeds obstructions. This will include, but not limited to turf areas adjacent to utility poles, trees, sign posts, light poles, buildings, fences, etc. Includes weed and grass removal along the curb line and where the curb meets the pavement.
- 2.8.0 Removal of noxious weeds and non-ornamental grass in mulched areas around trees, shrubs and flower beds when requested.

3.0.0 NOTES

- 3.1.0 Parkway areas are normally identified as the area between the sidewalk and the

curb/roadway. Where there are no sidewalks, the parkway can vary in width up to 15 feet from the road edge.

- 3.3.0 Any alteration or deviation from these specifications involving extra costs will be executed upon written orders.
- 3.4.0 Contractor shall use the proper equipment and maintain the equipment to provide the best appearance possible for grass mowing.
- 3.6.0 The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related.
- 3.7.0 Payment will be authorized by the City after:
 - a) Invoice specifying quantities of all work performed per the unit price bid sheet below.
 - b) Photographic before and after evidence of the work performed including an associated picture of the street address numbers of the structure.
 - c) Physical inspection and approval of service areas when deemed necessary by the division project manager.
 - d) Payment is based on the actual locations, directed by the division project manager.

4.0.0 SENIOR LAWN MOWING SERVICE

- 4.1.0 Landscape maintenance will generally be confined to privately-owned parcels.
- 4.2.0 At the direction of the Senior Services Division, a list will be provided of up to approximately 100 locations, the turf will be mowed weekly to ten days on average during the growing season. Be advised, however, that in the event of dry or cold weather, the necessity for weekly mowing cycles may be reduced.

5.0.0 CONTRACT AWARD

- 5.1.0 The City reserves the right to award the bids individually or cumulatively.
- 5.2.0 The contract term will be for one (1) year, with optional two (2) one-year extensions, subject to mutual administrative consent between the City of Aurora and the Contractor commencing April 2024.

6.0.0 QUESTIONS

All inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, February 20, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, February 22, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after February 20, 2024 8:00 am cut-off date/time.**

**CITY OF AURORA
SUBMITTAL CHECKLIST
BID 24-019**

Submit three bid proposals which must be placed in an envelope, sealed, and clearly marked on the outside: **"Bid Proposal for 24-019 SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM"**

In order to be considered responsive, the bidder must submit **all** of the following items in their sealed envelope:

- Bid Proposal Form
- \$500 Bid Deposit
- Contract
- Company Weather Cancellation Policy
- Bidder's Certification
- Bidder's Tax Certification
- Reference List
- Local Preference Application (if applicable)

CITY OF AURORA
REFERENCES
24-019

SENIOR DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

(Please Type)

Organization COA
Address _____
City, State, Zip Aurora IL, 60505
Phone Number 630-688-2179
Contact Person Gio Santana
Date of Project _____

Organization COA
Address _____
City, State, Zip Aurora, IL, 60505
Phone Number 630-918-0674
Contact Person Ruthy Harris
Date of Project _____

Organization COA
Address _____
City, State, Zip Aurora, IL, 60505
Phone Number 630-774-0715
Contact Person Derrick Winston
Date of Project _____

Bidder's Name: RAYMUNDO TAVAREZ

Signature & Date: Raymundo Tavaréz

CITY OF AURORA AGREEMENT
24-019

SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

THIS AGREEMENT, entered on this ____ day of _____ 2024 ("Effective Date"), for **Senior and Disability Services Senior Lawn Mowing Support Program** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____, located at _____.

WHEREAS, the City issued a Bid **Senior and Disability Services Senior Lawn Mowing Support Program**.

WHEREAS, the Bidder submitted a Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City's awarded a contract to Bidder.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 24-019

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** This Agreement will be for one (1) year, with optional two (2) one year extensions upon mutual agreement, commencing April 2024.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Bidder's BID, the maximum price for providing the Services shall be in accordance to the pricing on the bid proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. **Performance of Services.**

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. **Termination.**

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation)

CORPORATE NAME

Tavarez and Sons Law Care LLC

(SEAL)

By

President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

RAYMUNDO TAVAREZ
Contractor

(If an Individual)

(SEAL)

RAYMUNDO TAVAREZ (SEAL)
Contractor

CITY OF AURORA
SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

EXHIBIT 1

(INVITATION TO BID 24-019)

CITY OF AURORA
SENIOR DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

EXHIBIT 2

(BID PROPOSAL FORM 24-019)

BID PROPOSAL FORM

BID 24-019

SENIOR AND DISABILITY SERVICES SENIOR LAWN MOWING SUPPORT PROGRAM

I/WE propose to provide Private Property Mowing for Property Standards and the Senior Lawn Mowing Services per the bid specifications at the following unit prices. The City reserves the right to split the award of this bid to as many as (4) four contractors.

2024 Services:

Itemized Unit Price				
Less than or equal to 10" Grass/Weed Cutting	\$ <u>50</u> per Mow < 500 Square Yards	\$ <u>50</u> per Mow 501 - 750 Square Yards	\$ <u>50</u> per Mow 751 - 1000 Square Yards	\$ <u>50</u> per Mow > 1001 Square Yards
Greater than 10" Grass/Weed Cutting (Including bagging if required)	\$ <u>50</u> per Mow < 500 Square Yards	\$ <u>50</u> per Mow 501 - 750 Square Yards	\$ <u>50</u> per Mow 751 - 1000 Square Yards	\$ <u>50</u> per Mow > 1001 Square Yards
Edging at obstructions	\$ <u>0</u> per Linear Foot			
Weeding in planting beds	\$ <u>0</u> per Square Yard			

2025 Services:

Itemized Unit Price				
Less than or equal to 10" Grass/Weed Cutting	\$ <u>50</u> per Mow < 500 Square Yards	\$ <u>50</u> per Mow 501 - 750 Square Yards	\$ <u>50</u> per Mow 751 - 1000 Square Yards	\$ <u>50</u> per Mow > 1001 Square Yards
Greater than 10" Grass/Weed Cutting (Including bagging if required)	\$ <u>50</u> per Mow < 500 Square Yards	\$ <u>50</u> per Mow 501 - 750 Square Yards	\$ <u>50</u> per Mow 751 - 1000 Square Yards	\$ <u>50</u> per Mow > 1001 Square Yards
Edging at obstructions	\$ <u>0</u> per Linear Foot			
Weeding in planting beds	\$ <u>0</u> per Square Yard			

2026 Services:

Itemized Unit Price				
Less than or equal to 10" Grass/Weed Cutting	\$ <u>50</u> per Mow < 500 Square Yards	\$ <u>50</u> per Mow 501 - 750 Square Yards	\$ <u>50</u> per Mow 751 - 1000 Square Yards	\$ <u>50</u> per Mow > 1001 Square Yards
Greater than 10" Grass/Weed Cutting (Including bagging if required)	\$ <u>50</u> per Mow < 500 Square Yards	\$ <u>50</u> per Mow 501 - 750 Square Yards	\$ <u>50</u> per Mow 751 - 1000 Square Yards	\$ <u>50</u> per Mow > 1001 Square Yards
Edging at obstructions	\$ <u>0</u> per Linear Foot			
Weeding in planting beds	\$ <u>0</u> per Square Yard			

No additional charges over above unit prices will be accepted without written approval of the Purchasing Director.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY TAVAREZ AND SONS LAWN CARE

Appendix F

Local Preference Application



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: 2-14-24
- 2) Name of Business: TAVAREZ AND SONS
- 3) Address of Local Office: 1614 Coolidge Ave
- 4) City, State, Zip: Aurora, IL, 60505
- 5) Company's Web Address: _____
- 6) Phone: 630-978-2455 Fax: _____
- 7) County your Local Business is Located In: Kane

Submitted By (Signature): Raymundo Tavaré

Print Name and Title: RAYMUNDO

Email Address: Tavarez and Sons@yahoo.com

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
(a) b.
(a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

