



Carrie Eklund
Central Services Manager
Finance Department

INVITATION TO BID
Snow Removal Parking Lots 2010-2011 Winter Season
Bid No.: 910-PW-124

9/21/10

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date **11:00 a.m., Local Time, Tuesday, October 5, 2010**

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, Tuesday, September 28, 2010**

Bid Deposit/Bid Bond: NO

Prevailing Wage NO

Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

RETURN BIDS TO:

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

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

BID RESULTS:

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

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)--Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The 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.

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.

CITY OF ROCKFORD, ILLINOIS TABULATION OF BIDS

Bid On: Snow Removal - Parking Lots – 2009-2010 Winter Season
 Bid No.: 909-PW-162
 Opening: September 25, 2009

Prices shown are Unit Price Per Hour – Equipment with Operator

BIDDER	EEO	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
1. Grounds Care Maintenance Machesney Park, IL	X	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
2. S.A.I.L. Contracting Rockford, IL	X	45.00	45.00	45.00	45.00	45.00	45.00		45.00
3. Rockford Contractors Rockford, IL	X	65.00	65.00	65.00	65.00	65.00	65.00	65.00	65.00
4. A.J. Morley Rockford, IL	X	50.00	44.00	53.00	53.00	53.00	53.00	74.00	43.00
5. ADV Enterprise Rockford, IL	X	44.50	44.50	44.50	44.50	44.50	44.50	44.50	44.50
6. Leonard Humpal Rockford, IL	X	47.00							47.00

AWARD

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

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

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

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

this policy statement.

is the official who will be responsible for implementing

our company, responsible for submission of all required equal employment opportunity documents.

will be designated as the Equal Opportunity Officer in

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

City-Certified? Yes _____ No _____

Women Business Enterprise

City Certified? Yes _____ No _____

Neither

(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 ☐ N ☐	\$ _____	_____ %
Address _____	_____				
City, State _____	_____				
Contact _____	_____				
Name _____	_____	_____	Y ☐ N ☐	\$ _____	_____ %
Address _____	_____				
City, State _____	_____				
Contact _____	_____				
Name _____	_____	_____	Y ☐ N ☐	\$ _____	_____ %
Address _____	_____				
City, State _____	_____				
Contact _____	_____				
Name _____	_____	_____	Y ☐ N ☐	\$ _____	_____ %
Address _____	_____				
City, State _____	_____				
Contact _____	_____				
Name _____	_____	_____	Y ☐ N ☐	\$ _____	_____ %
Address _____	_____				
City, State _____	_____				
Contact _____	_____				
Name _____	_____	_____	Y ☐ N ☐	\$ _____	_____ %
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 ☐ N ☐	\$ _____	_____ %
Address _____					
City, State _____					
Contact _____					
Name _____			Y ☐ N ☐	\$ _____	_____ %
Address _____					
City, State _____					
Contact _____					
Name _____			Y ☐ N ☐	\$ _____	_____ %
Address _____					
City, State _____					
Contact _____					
Name _____			Y ☐ N ☐	\$ _____	_____ %
Address _____					
City, State _____					
Contact _____					
Name _____			Y ☐ N ☐	\$ _____	_____ %
Address _____					
City, State _____					
Contact _____					

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

Signed _____		Title _____	Date _____
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**Snow Plowing for Parking Lots
2010-2011 Winter Season**

1.0 SCOPE OF WORK

This contract shall consist of plowing snow from municipal parking lots and other City-owned property after a snowfall event of 2" or greater and piling snow in a designated collection area after each removal. The workload is dependent upon weather, so the successful bidder(s) workload is not predictable. Prior years have seen snowfall events range in number from 15 to 50.

2.0 GENERAL REQUIREMENTS

- 2.1 Contractor Qualifications. No contract shall be awarded except to responsible bidders capable of performing the class of work contemplated. Before being considered for the award of contract, bidder 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 stipulated.
- 2.2 Applicable Rules. The vendor awarded this contract must abide by all federal, state and local codes and regulations and will be responsible to obtain all required permits. Failure to comply may result in cancellation of contracts and possible barring from future bidding.
- 2.3 References. Bidders may be asked to supply up to three references that can attest to the contractor's performance of the same general type of work as described by this invitation to bid. The City reserves the right to contact each of the references provided to assess the bidder's ability to perform the work described by this invitation to bid.
- 2.4 Mandatory Pre-Bid Meeting. A mandatory pre-bid meeting will be held on Tuesday, September 28, 2010 at the City Yards, 523 S. Central Ave. All interested bidders must attend this meeting. Any vendors attempting to submit a bid who do not appear on the pre-bid meeting sign-in sheet will be refused.
- 2.5 Regulations. All work shall be performed in compliance with the Occupational Safety and Health Administration (OSHA) Standards and Regulations.
- 2.6 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 there under. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- 2.6.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 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).
- 2.6.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.6.3 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate.
- 2.6.4 Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- 2.6.5 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage there under. 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.
- 2.7 Damage to City Owned Structures. The successful bidder shall be responsible for any and all damage caused in whole or in part by the successful bidder to the lots, structures and adjacent private property covered under this contract. The City will repair any and all damages which occur during the contract period and will submit an invoice to the successful bidder. Failure to pay for damages may result in removal from bidder's lists.
- 2.8 Basis of Award. Bidders may bid on any or all categories. The contract will be awarded to the lowest responsible and responsive bidder based on the combined hourly bid for each service category. Multiple awards may be made at the discretion of the City. The awards will be made

by category in whatever combination the City determines to be the most economical and advantageous for the City.

- 2.9 Basis of Payment. The successful bidder / bidders shall be issued, for each operation, a contract purchase order under which this work shall be paid. All invoices shall be submitted within three (3) business days from end of plowing operation. No invoices shall be paid by the City after April 30th, 2011. All invoices shall be sent to designated City of Rockford representative.
- 2.10 Failure to Perform. In the event the contractor fails to clear the snow from the parking lots assigned in the time frame specified, the City reserves the option to retain the services of another contractor of its choice to complete the work. In the event that the contractor twice fails to clear the snow from any or all parking lots assigned in the time frame specified, the City reserves the right to cancel the contract and reassign the work to another contractor for the remainder of the season. The contractor may also be declared non-responsible and prohibited from bidding on contracts with the City for a period of three years.
- 2.11 Contract Period. The contract period shall be from the date of award until October 1, 2011.
- 2.12 Site Visits. The successful bidder must contact the Traffic Engineering Division (815-987-5570), to schedule field visits to the parking lots.
- 2.13 Method of Bidding. The lots scheduled for contract plowing have been grouped by geographic area as listed in Table 1. In addition, maps showing general layouts of lots as well as locations are included elsewhere in this specification. The contract unit price shall be an hourly rate for snow plowing operations at each location. Any minimum number of units or hours of operation that may be required by the contractor must be stated on the bid form. If no such minimums are included, the City will be responsible for only those pieces of equipment used and for the actual hours worked at the contract bid rate. The contractor can bid any number and size of vehicle that meets the requirements of these specifications.

3.0 SPECIFIC REQUIREMENTS

- 3.1 Notification of Contractor. Successful bidders should anticipate the City's request for plowing services when snow has accumulated to a depth of two (2) inches. However, no work shall be scheduled until notification is received from the City. Bidders shall provide the City with the name(s) and telephone number(s) of the person(s) to receive such notification on a 24-hour basis. Plowing shall begin as early as practical in the evening and each lot in the contract group shall be completed by 7:00 A.M. of the following day.
- 3.2 Timing of Work. The plowing operation on the City lots shall be completed during the nighttime hours prior to 7:00 A.M. when parking activity is at a minimum. Since parking is permitted in all municipal lots on a 24-hour basis, the City does not guarantee that the lots will be empty of all parked vehicles during a scheduled plowing time and assumes no responsibility for removing any parked vehicles.
- 3.3 Special Requirements. The plowing operation of the Church Lot (Group 6) requires special attention where church services at First Lutheran Church may be impacted. Plowing of this lot on weekends or holidays will require that the lot be plowed prior to all scheduled church

services. The required site visit of city staff and the successful bidder will include a church representative. The City may elect to have the church representative contact the successful bidder directly should the timing of a snow event coincide with church activity. The plowing of Lot A1 requires the alley to be plowed from the parking lot to Mulberry St.

- 3.4 Standard Equipment on Plowing Equipment. Rubber tired or rubber-tracked vehicles shall be used in plowing operations. All plow vehicles are to be equipped with standard headlights, taillights and rotating amber warning lights. An 8 ft. steel blade is required for removing snow from all surface parking lots and decks. (Groups 5 and 7).
- 3.5 Placement of Plowed Snow. Aisles, driveways (at the street) and parking areas are to be cleared to the pavement. Medians and sidewalks adjacent to the lots are not included. The snow shall be deposited in designated collection areas and pushed or piled to occupy a minimum number of parking stalls at those locations. The snow shall not be plowed straight in against the median and deposited at the front of the stall, on the median or in the planted landscape areas. The Traffic Engineering Division shall identify designated collection areas. Should the Traffic Engineering staff fail to identify a designated collection area for a parking lot or facility, the contractor shall be responsible for identifying a suitable location. The City reserves the right to change designated collection areas, whether selected by the Traffic Engineering staff or by the contractor, at any time. Designated collection areas shall be within the parking facility boundaries. The removal and/or hauling of piled snow from the parking lots are not included in this contract and will be done by others.
- 3.6 Parking Decks. Plowing of the Concourse Garage facility will normally be limited to the fourth level and entrance/exit drives on both the Church Street and Court Street sides of the building. However, under certain conditions of snow and wind, areas of the 2nd and 3rd levels may also require plowing. Bidders are cautioned that the overhead clearance in the Concourse is 6' 6" and equipment assigned to this building must be capable of operating within this limited height restriction. Entrances / exits of all parking decks must be cleared of all snow.

Table 1
Locations

<u>Group #</u>	<u>Group Designation</u>	<u>Lots</u>
1	North Main Street	G & O
2	South Main Street	H, HH, K, K1 Montague Branch Lot Henrietta Site Lot Human Services Lot Head Start Lot
3	West Side Downtown	C, CC, W, WW
4	West Side Downtown	A, I, SS, Block 38 AmCore (AM) Lincoln Hotel Lot
5	East Side Downtown	D, DD, M, Q, T* TT
6	East Side Downtown	J, N, R, Church Lot** Ingersoll Lot
7	West Side Parking Decks	S*, Y*, B* MetroCentre Deck*
8	7 th Street & Broadway	EE, F, V

* Plow blade must be steel for all parking decks

** Church Lot now includes small lot at 2nd & Walnut

Bid Form

<u>Group Name</u>	<u>Unit Price Per Hour Equipment and Operator</u>	<u>Minimum (if applicable) Per Plowing</u>
Group 1, North Main Street	\$ _____	\$ _____
Group 2, South Main Street	\$ _____	\$ _____
Group 3, West Side Downtown	\$ _____	\$ _____
Group 4, West Side Downtown	\$ _____	\$ _____
Group 5, East Side Downtown	\$ _____	\$ _____
Group 6, East Side Downtown	\$ _____	\$ _____
Group 7, East Side Downtown	\$ _____	\$ _____
Group 8, 7 th Street & Broadway	\$ _____	\$ _____

Person, Firm or Corporation

Name(s) of Contact(s) and phone number(s)

Bid Form (page 2)

<u>Type of Equipment</u>	<u>Size</u>	<u>Rate/Hour with Operator</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Person, Firm or Corporation

Authorized Signature

Title

Date