



**Request for Proposals
SOLICITATION # 1819-10**

**The following is sought:
2018-2020 City of Urbana Owned Parking Lot Snow Plowing**

**Requesting Department: City of Urbana Public Works Department
Contact Person: William (John) Collins
Address: 706 Glover, Urbana Illinois 61802
Telephone No.: (217) 384-2380
E-Mail Address: wjcollins@urbanaininois.us**

Date of Request Posted on City's website: 10/18/2018

Date Published in News-Gazette: 10/21/2018

The original Proposal MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Proposal Submission Date: 11/1/2018 Time: 2:00 P.M. Central Time

Allowable Means for Transmitting Proposals: Proposal Submission by Mail, Hand-Delivered or Courier Service

**Public Proposal Opening Date: 11/1/2018
Time: 2:05 P.M. Central Time**

**Locations for above: Urbana Public Works
706 Glover, Urbana Illinois 61802**

All Proposals submitted in response to this Request shall be irrevocable for a period of 30 days after the Proposal submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

PROPOSAL DOCUMENTS ARE AVAILABLE ONLINE AT THE CITY OF URBANA WEBSITE: <http://www.urbanaininois.us/node/xxxx>

The City reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the City's determination of its best interest.

If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>

1. SECTION 1-DEFINITIONS:

“City” shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City and the Successful Vendor. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal or a part or portions thereof.

“Equipment” shall mean the tangible apparatus, vehicle, or other goods, including all warranties and supplies, software, manuals, and material necessary to properly operate the same, which the City seeks to acquire pursuant to this Request. If included within the Specifications, “Equipment” may include installation as part of its purchase.

“Project” shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the City seeks to have performed and completed as described in this Request, including but not necessarily limited to, construction, demolition, rehabilitation, and/or installation of Equipment (separate from the purchase of such Equipment).

“Proposal” shall mean any response to this Request that is submitted to the City, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Services” shall mean consulting, advisory and/or professional services, including the work product generated as the result of the performance thereof, which the City seeks to retain and obtain pursuant to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the City.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

2. SECTION 2-SUMMARY AND SPECIFICATIONS:

2.1 The Successful Respondent agrees to provide snow plowing services for all City-owned parking lots as listed in Exhibit B-Parking Lot Index for the period beginning November 15, 2018 and extending through April 30, 2020.

2.2 The scope of services does not include hauling of excess snow from the parking lots or any kind of salting or treatment applications.

2.3 The basis of payment to the Successful Respondent for snow plowing shall be per event and per the amount of accumulated snow. Proposals shall include a cost for both: snow accumulations of 5 inches or less and a cost for snow accumulations of greater than 5 inches.

The Illinois State Water Survey official snow depth for the Urbana-Champaign area shall be used to determine snow accumulation amounts.

2.4 An event is defined as plowing snow from each and every parking lot listed from start to finish regardless of current weather conditions.

2.5 If the Successful Respondent is not utilized during the contracted snow season, the City shall guarantee payment of one (1) event of snow accumulations of 5 inches or less.

2.6 Upon authorization from the Public Work Operations Manager or designee, the Successful Respondent shall plow snow from all designated parking lots as listed from start to finish regardless of current weather conditions.

2.7 Authorization to plow snow shall be provided to the Successful Respondent no later than 4:00 P.M. The Successful Respondent shall commence snow plowing no earlier than 7:00 P.M. of that day and shall have all lots plowed by 7:00 A.M. the following day. Exceptions to the start and finish times may be made on weekends or under extreme weather conditions with the approval of both the City and the Successful Respondent.

2.8 The Parking Lot Index (Exhibit B) includes a map of each parking lot. Each map includes the location, boundaries of snow plowing and the location where the snow shall be deposited. No snow shall be deposited in accessible or reserved parking spaces, on any vegetated or landscaped area, on private property, on a public street or on any sidewalk or sidewalk ramp unless designated on the map. Deposited snow shall not cover signs or parking meters.

3. SECTION 3-RESPONDENT QUESTIONS:

3.1. Responsibilities of Respondent: It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

3.2. Questions: All questions pertaining to this Request must be received by the contact person identified on Page 1 of the Request at least five (5) business days prior to the deadline for submission of Proposals.

3.3. Discrepancies and Omissions: If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Request, the Respondent shall notify the City at least five (5) business days prior to the deadline for submission of the Respondent's Proposal. The City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the City if the information is deemed necessary by the City for submitting Proposals. The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

3.4. Addenda: If the City deems it appropriate to issue one or more addenda to this Request, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Proposal in response to this Request by registering on the City's website entry for this Request or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this

Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the City.

3.5. Contacting City Staff and Officials: Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

4. SECTION 4-GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

4. GENERAL INSTRUCTIONS:

4.1. Due Date and Time: No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

4.1.1. Format: All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described in this Request.

4.1.2. Guaranteed Proposals: All Proposals must be guaranteed and the City will not accept conditional or qualified Proposals unless provided otherwise in this Request.

4.1.3. Completion of Forms: All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing.

4.1.4. Authorization to Submit Proposal: A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document.

4.1.5. Acceptance/Rejection: The City's decision to accept or reject any or all Proposals or portions thereof shall be final.

4.1.6. Clarification of Proposal: Subsequent to receipt of Proposals, the City may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

4.1.7. Package Proposals: If a Respondent submits a package Proposal or a Proposal containing multiple parts, the Respondent shall include an aggregate

price for all parts included in the Proposal and individual prices for each part of the Proposal.

4.1.8. Multiple Proposals: A Respondent may submit multiple Proposals involving various methods of meeting the goals and objectives outlined in this Request. However, each submitted Proposal shall be separate and complete in every respect and the envelope or cover page shall be conspicuously marked as Proposal No. 1, No. 2, etc.

4.2. PROPOSAL CONTENT AND FORMAT:

4.2.1. Respondent's Information: The Proposal must include:

Respondent's name, address, telephone number, e-mail address, and website (if any). Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.

4.2.2. Addressing Specifications (Section 2): Respondent must address each Specification contained in Section 2. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Section 2), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

4.2.3. Pricing Information:

4.2.3.1. The Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

4.2.3.2. All prices must be guaranteed for the term of the contract, November 15, 2018 through April 30, 2020.

4.2.4. References: Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

4.2.5. Amendments to Request: In the event that the City issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page 1 of this Request, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Proposals.

4.2.6. Use of Subcontractors: No assignments of this contract, or any right under this contract, shall be made in whole or in part by the Successful Respondent to any party without expressed written consent of the City.

4.3 SUBMITTING PROPOSALS:

4.3.1. Proposal Submissions by Mail, Hand-Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivered, or by courier service, the Proposal shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any; and Proposal opening date and time as specified on Page 1 of the Request. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

4.4. Assumption of Risk: Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The City shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the City's receipt of Proposals.

5. SECTION 5-PROPOSAL EVALUATION CRITERIA:

5.1. PUBLIC OPENING OF PROPOSALS: The City will conduct a public opening of the Proposals at the date, time and location specified on Page 1 of the Request. The public opening will include a reading of each Respondent's name and the respective aggregate prices which the Respondents submitted. No other contents of Respondents' Proposals will be disclosed at this time.

5.2. TREATMENT OF PROPOSALS: Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing "proposals and bids for any contract."

5.3. EVALUATION CRITERIA: The City will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.

5.3.1. Completeness: Degree of completeness of the Proposal.

5.3.2. Compliance with/Deviations from Specifications: Degree of compliance with the Specifications included in Section 2. In the event any Specification is not complied with, the City will consider the Respondent's proposed substitute and whether it is of equal or better quality than the particular Specification.

5.3.3. Price: The City will consider the aggregate price and, if provided, component pricing included in each Proposal.

5.3.4. Other Criteria: In addition to the above, the City may consider the following additional criteria:

5.3.4.1. The experience of the Respondent in snow plowing as requested in this Request.

5.3.4.2. To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent's cooperation in resolving such problems or disputes to the satisfaction of the City

5.3.4.3. Completion and approval of the Respondents EEO paperwork.

5.3.4.4. The respondents list of equipment on the Proposal dedicated to the services required.

5.4. INVESTIGATIONS: The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the City which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this Request.

5.5. DEFAULT ON OBLIGATIONS TO CITY: No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.

6. SECTION 6-AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn until 30 days after the proposal submission due date.

6.2. Rejection of Proposals: If a Respondent is not selected as the Successful Respondent as contemplated in this Request, Respondents may withdraw their Proposals.

6.3. Price: While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price, if all the Specifications contained in Section 2 are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Proposal Price.

7. SECTION 7- CUSTOMER/CLIENT SERVICE:

The City expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the City.

8. SECTION 8-GENERAL LEGAL MATTERS:

8.1. RIGHTS TO PROPOSALS AND SUPPORTING MATERIALS: All Proposals and related information provided by Respondents shall become the property of the City when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.

8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:

8.2.1. Application of Freedom of Information Act After Award: Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.

8.2.2. Confidential Information: A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the City's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.

8.2.3. Confidential Proposals: The City will neither accept nor consider any Proposal which indicates that it should be treated confidential, proprietary or trade secret in its entirety.

8.2.4. Submission of Confidential Information: If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.

8.2.5. Costs of Claiming Confidentiality: Each Respondent shall be responsible for any costs which the City incurs in defending a request for Proposal information which the Respondent has marked as "CONFIDENTIAL INFORMATION." In the event that the City receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA

exemption when responding to the FOIA requester and the Illinois Attorney General's Office, as the case may be.

8.2.6. Intellectual Property Rights of Others: By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

8.3. COSTS OF SUBMITTING PROPOSAL: The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.

8.4. LAWFULNESS OF SUBMISSION OF PROPOSAL: By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –

8.4.1. No Bid Rigging: Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

8.4.2. No Federal or State Violations: Has not violated any state or federal law governing the subject of the that which is sought by the Request.

8.4.3. Direct Interest in Contract: Is the only person that will have a direct interest in the Contract, if any is awarded.

8.4.4. No Bribery: Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.

8.5. TAXES; AUTHORIZATIONS:

8.5.1. City Tax Exemption: By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number will be furnished upon the Successful Respondent's request.

8.5.2. Authorizations: Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the City with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the City. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

8.6. USE OF CITY'S NAME: No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

8.7. CONTRACT DOCUMENTS: The Successful Respondent shall be required to enter into a Contract with the City.

8.7.1. City-Supplied Contract Form: If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City

shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the City's Request and Successful Respondent's Proposal to which the City and Successful Respondent agree.

8.7.2. Final Contract Terms: Regardless of whether the Successful Respondent's or the City's agreement form is to be used, where appropriate, the Successful Respondent and the City will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the City and the Successful Respondent shall contain the following:

8.7.2.1. Payment: Terms of payment by the City to the Successful Respondent.

8.7.2.2. Specifications: The Specifications provided for in this Request may be modified by agreement between the City and the Successful Respondent.

8.7.2.3. Default and Cure: Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.

8.7.2.4. Representation of Authority: If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract

8.7.2.5. Costs of Negotiation: The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.

8.7.2.6. Indemnification: The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.

8.7.2.7. Insurance Requirements: During the term of this agreement the CONTRACTOR shall maintain in full force and effect the following minimum insurance coverage at its own expense:

Workers' Compensation and Occupational Disease Insurance

Statutory amounts under the terms of the Illinois Workers' Compensation Act.

Commercial General Liability Insurance

Bodily injury, employer's liability, public liability and property damage including broad Occurrence Form insurance (claims-made type unacceptable), with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.

Automotive Liability Insurance

Bodily injury, property damage, with limits of not less than \$1,000,000 each occurrence. This must include non-owned, hired, leased or rented vehicles, as well as owned vehicles (any auto, Symbol 1 type)

Excess Liability

Excess liability insurance not less than one million dollars (\$1,000,000) on the Following form, Occurrence form (claims made form unacceptable). Excess liability insurance can also be used to supplement any primary insurance policy that does not meet City of Urbana insurance requirements.

The CONTRACTOR shall cause a Certificate of Insurance to be issued naming the City of Urbana, Illinois as additional insured. The Certificate of Insurance shall be provided by an insurance company with a rating of B+:VI or better in the current edition of Best Key rating guide. The CITY must receive this Certificate of Insurance within fifteen (15) calendar days of the signing of this agreement. The CONTRACTOR must agree to maintain such insurance in force for the duration of this agreement. All insurance policies and Certificates of Insurance shall contain a Certificate Holder provision indicating that the CITY shall receive not less than thirty (30) days prior written notice to the effective date of any cancellation or reduction in coverage.

8.7.2.8. EEO Representations: Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Proposal.

8.7.2.9. Termination of Contract: Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.

8.7.2.10. Governing Law: The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initialed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign, County Illinois or, if applicable, the United States District Court for the Central District of Illinois.

8.7.2.11. Additional Terms: Such other terms, if any, as the City and the Successful Respondent shall agree.

8.8. Termination of Solicitation Process/No Rights Created: The City reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Proposal based solely on lowest price.

8.9. Affirmative Action:

8.9.1. Compliance with City Ordinance: If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Respondents Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on

the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at hro@urbanaininois.us. Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 *et seq.*).

8.9.2. Veterans Preference: If this Proposal involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*,) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570-0.01 *et seq.*) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

Section 9-Exhibits A-D:

See Exhibit A - Cost Proposal Parking Lot Index

See Exhibit B - Parking Lot Index

See Exhibit C - Equal Employment Opportunity Forms

See Exhibit D- Vendor Representation and Additional Duties Form

City of Urbana Owned Parking Lot Snow Plowing

Cost Proposal

RFP #

- A. Snow Accumulations of 5 inches or less.
Cost per Event: \$_____

- B. Snow Accumulations of more than 5 inches.
Cost per Event: \$_____

Please provide below a list of the type and amount of snow plowing equipment dedicated to this proposal, indicate which equipment is owned or leased by the Respondent:

Additional Comments from the Respondent:

Respondents Business Name

Printed Name of Respondents Official

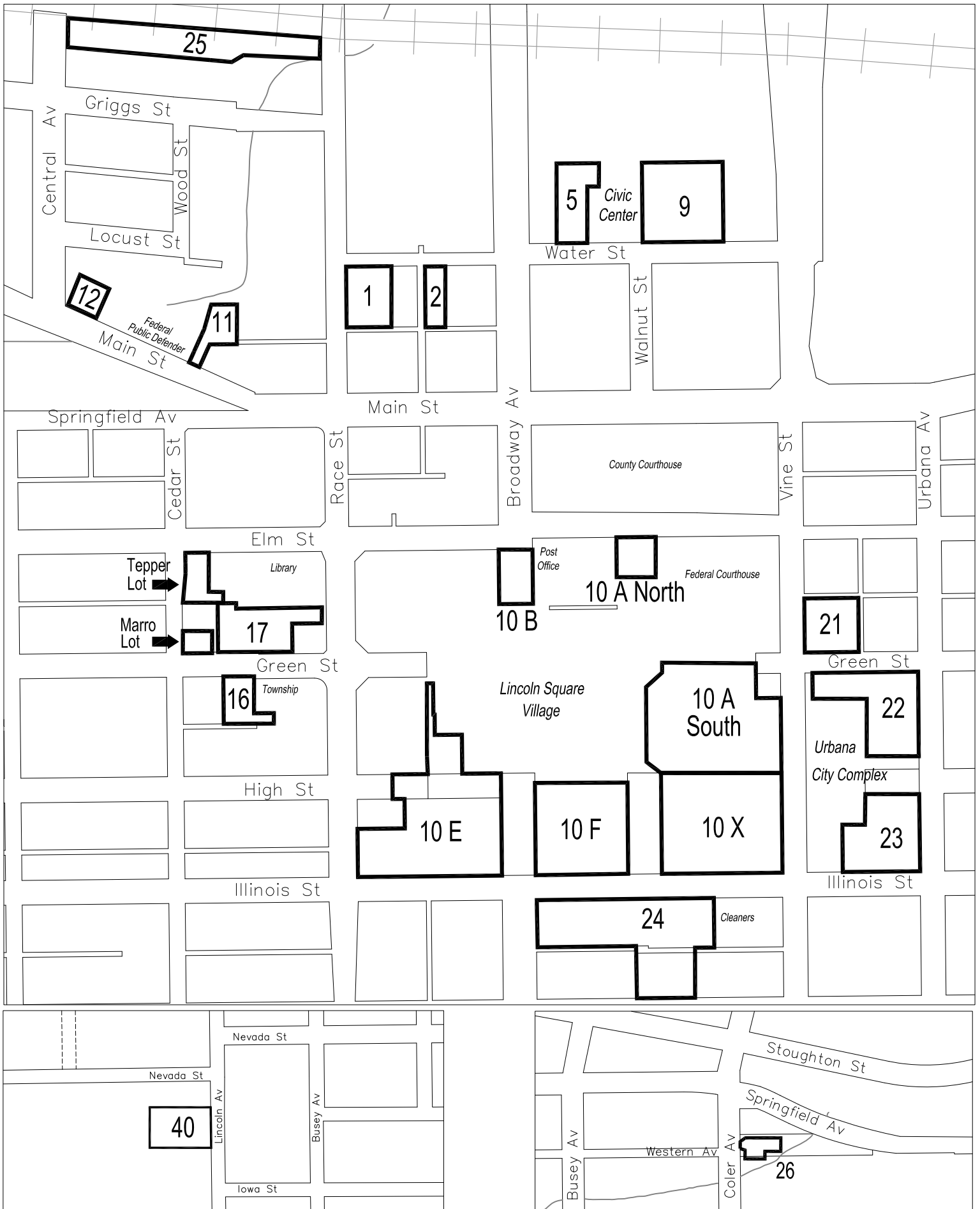
Signature of Respondents Official

Email

Respondents Address

Respondents Phone

Date



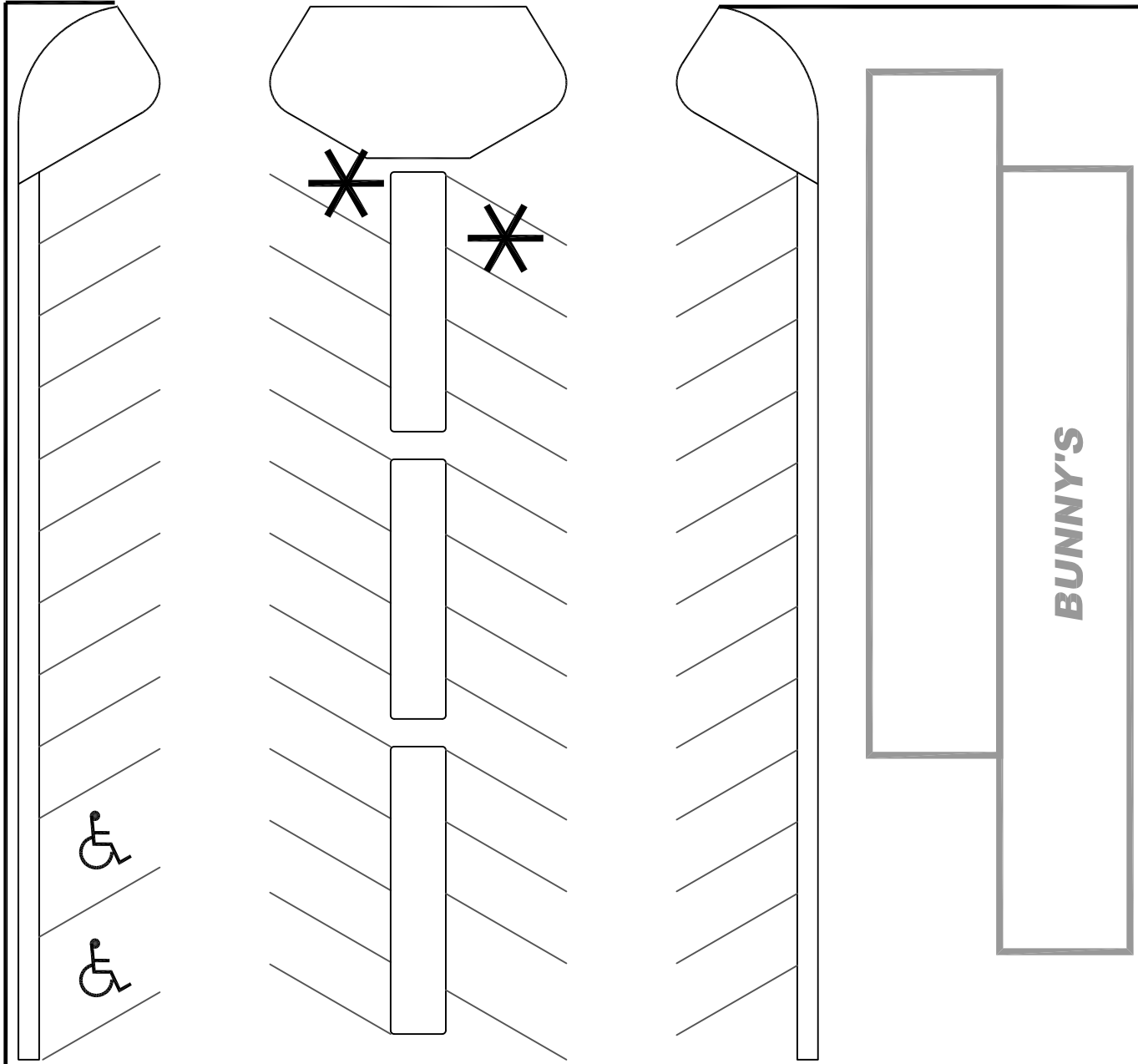
Parking Lot Index



07/12/16

WATER STREET

RACE STREET



Goose Alley

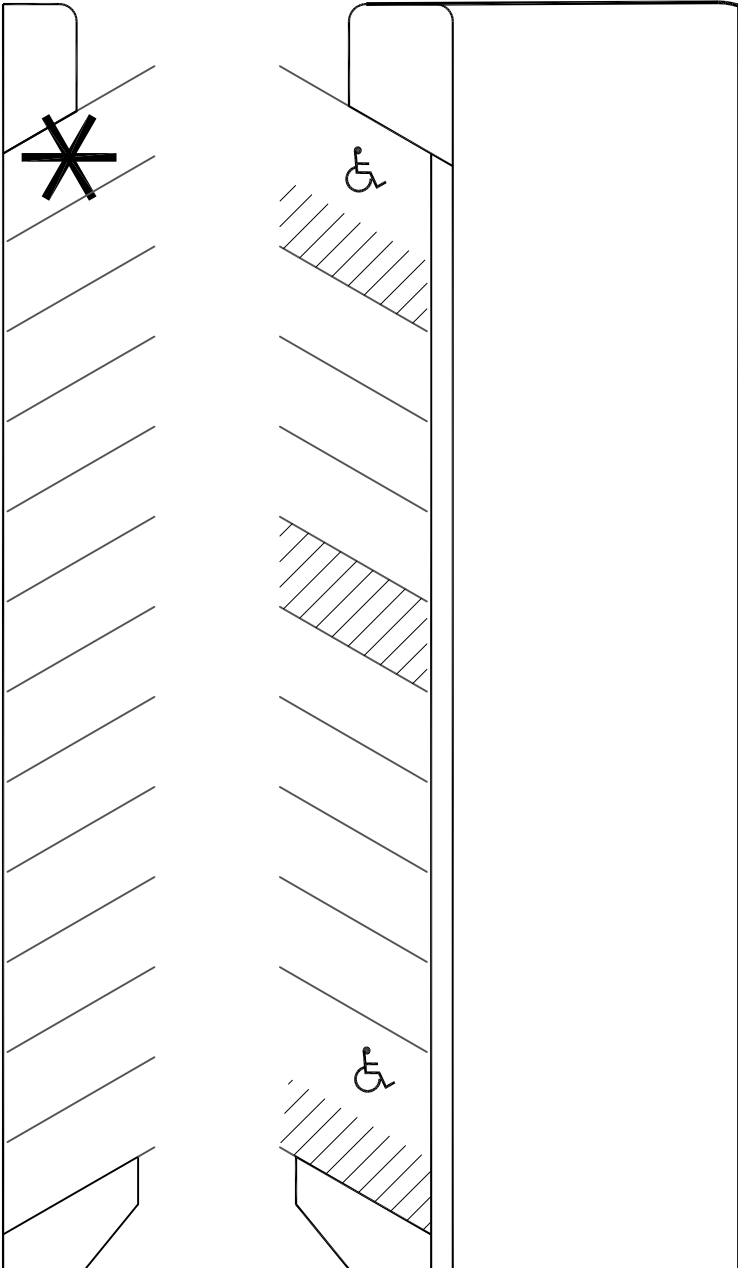
ROSE BOWL

PUSH SNOW TO SPACES MARKED



Lot 1

Water St



Broadway Av

Goose Alley

Crane Alley

PUSH SNOW TO SPACE MARKED ✱

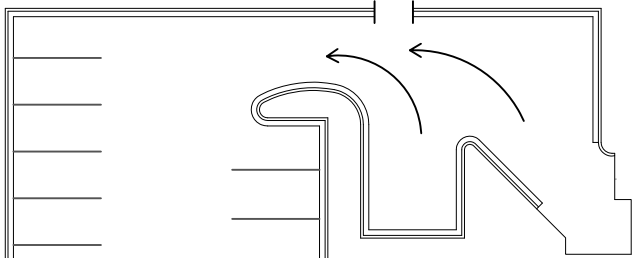
Lot 2



07/12/16

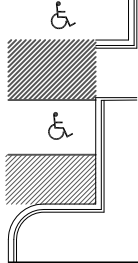
Grocery

BROADWAY AV



**URBANA
CIVIC CENTER**

MINI PARK



WATER ST

WALNUT ST

PUSH SNOW TO SPACES MARKED *



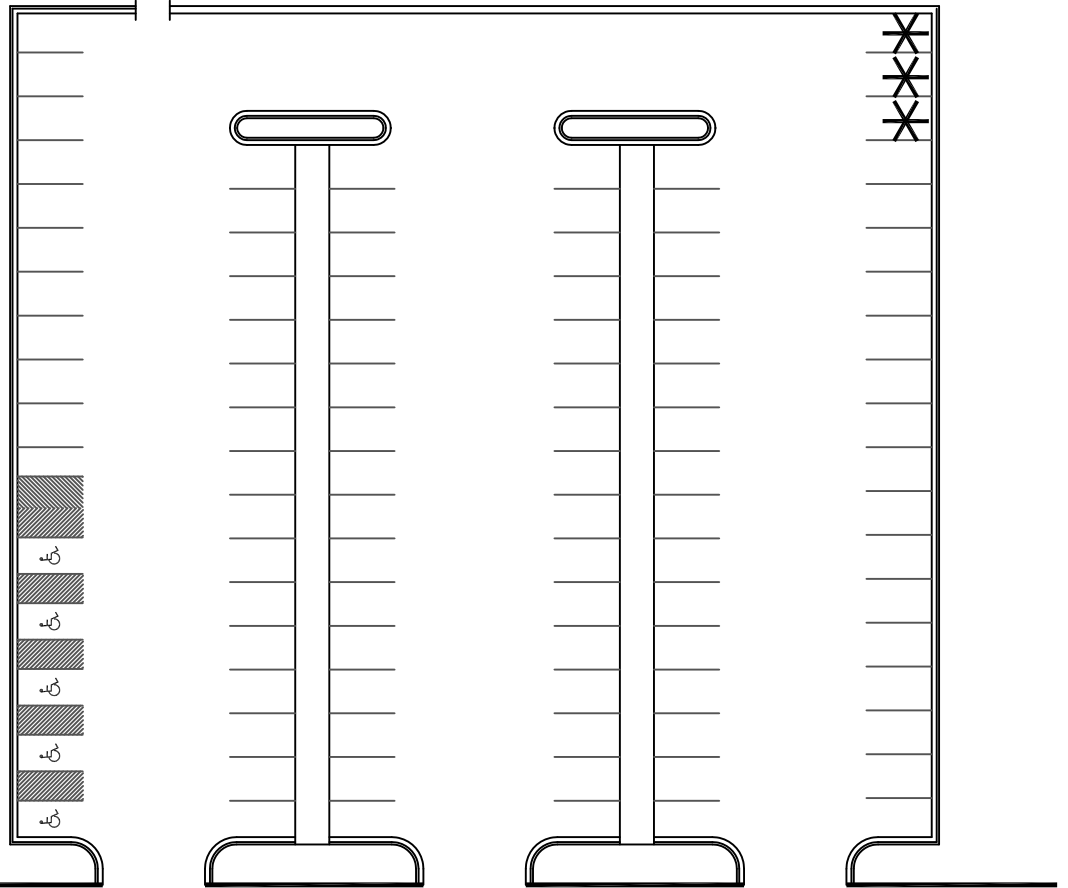
Lot 5



07/12/16

Grocery

**URBANA
CIVIC
CENTER**



WATER ST

WALNUT ST

CHAMPAIGN COUNTY SHERIFF

PUSH SNOW TO SPACES MARKED



Lot 9

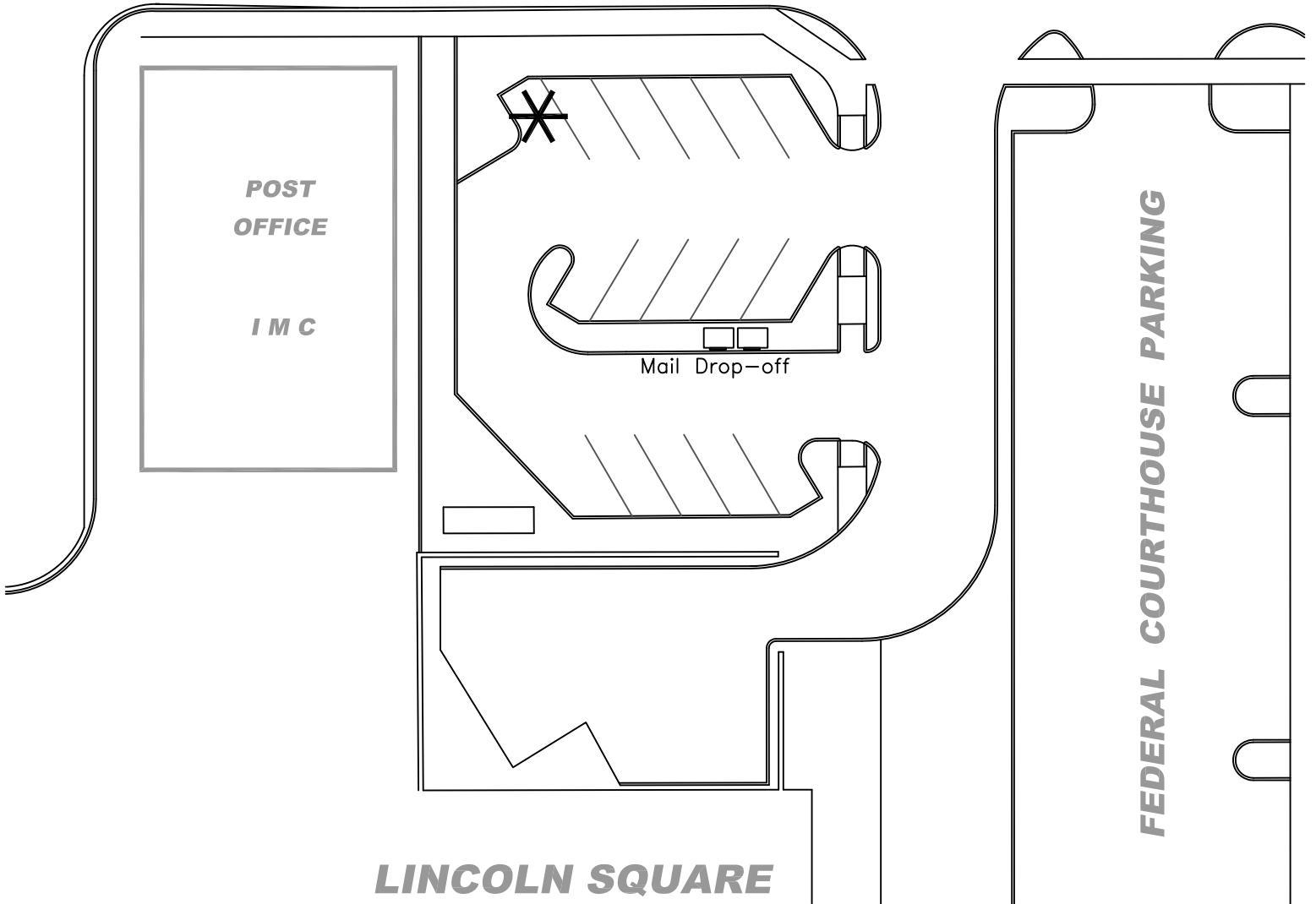


07/12/16

BROADWAY AV

COUNTY COURTHOUSE

ELM ST



PUSH SNOW TO SPACES MARKED

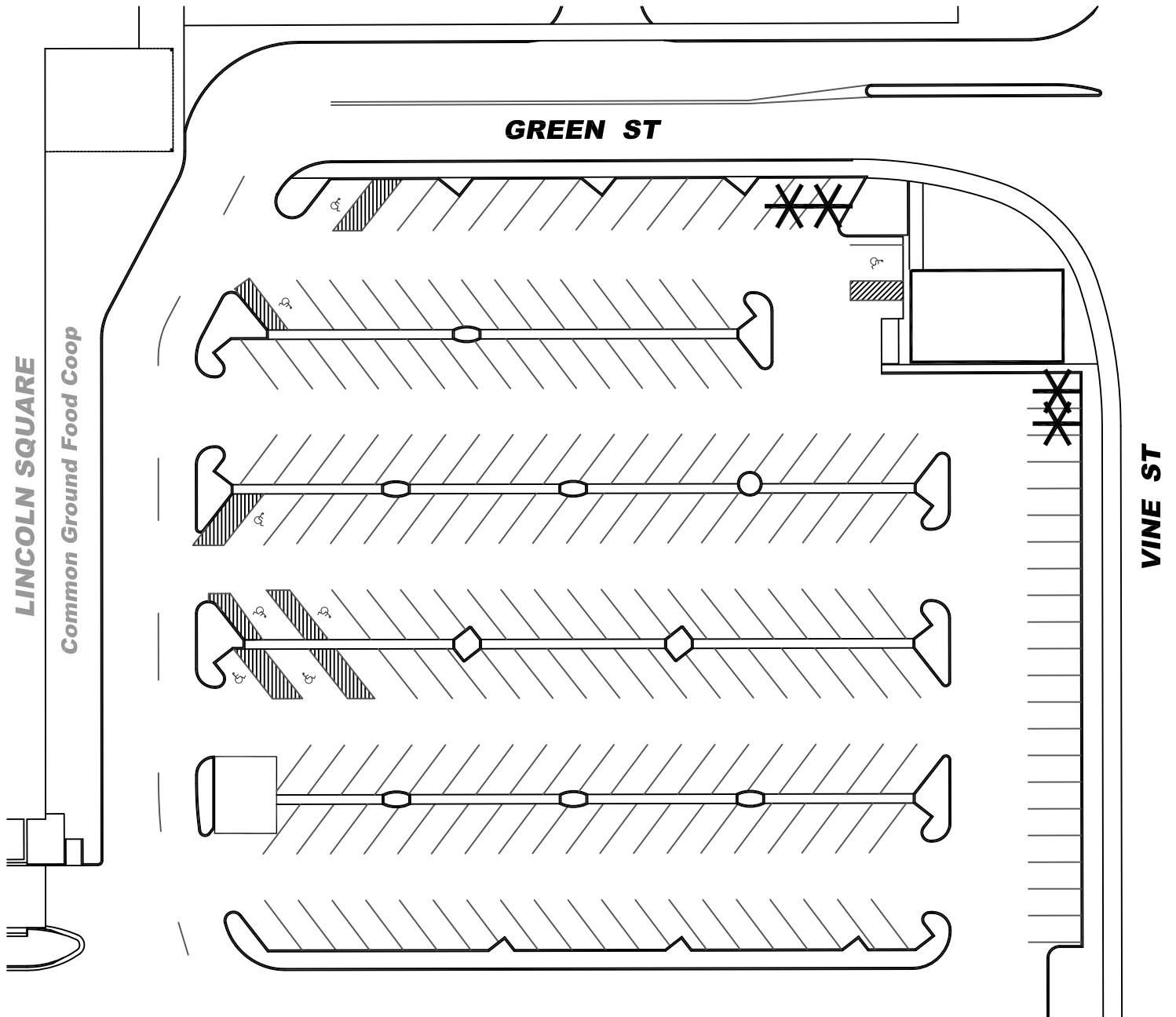


Lot 10-A North



07/12/16

FEDERAL COURT HOUSE



PUSH SNOW TO SPACES MARKED



Lot 10-A South



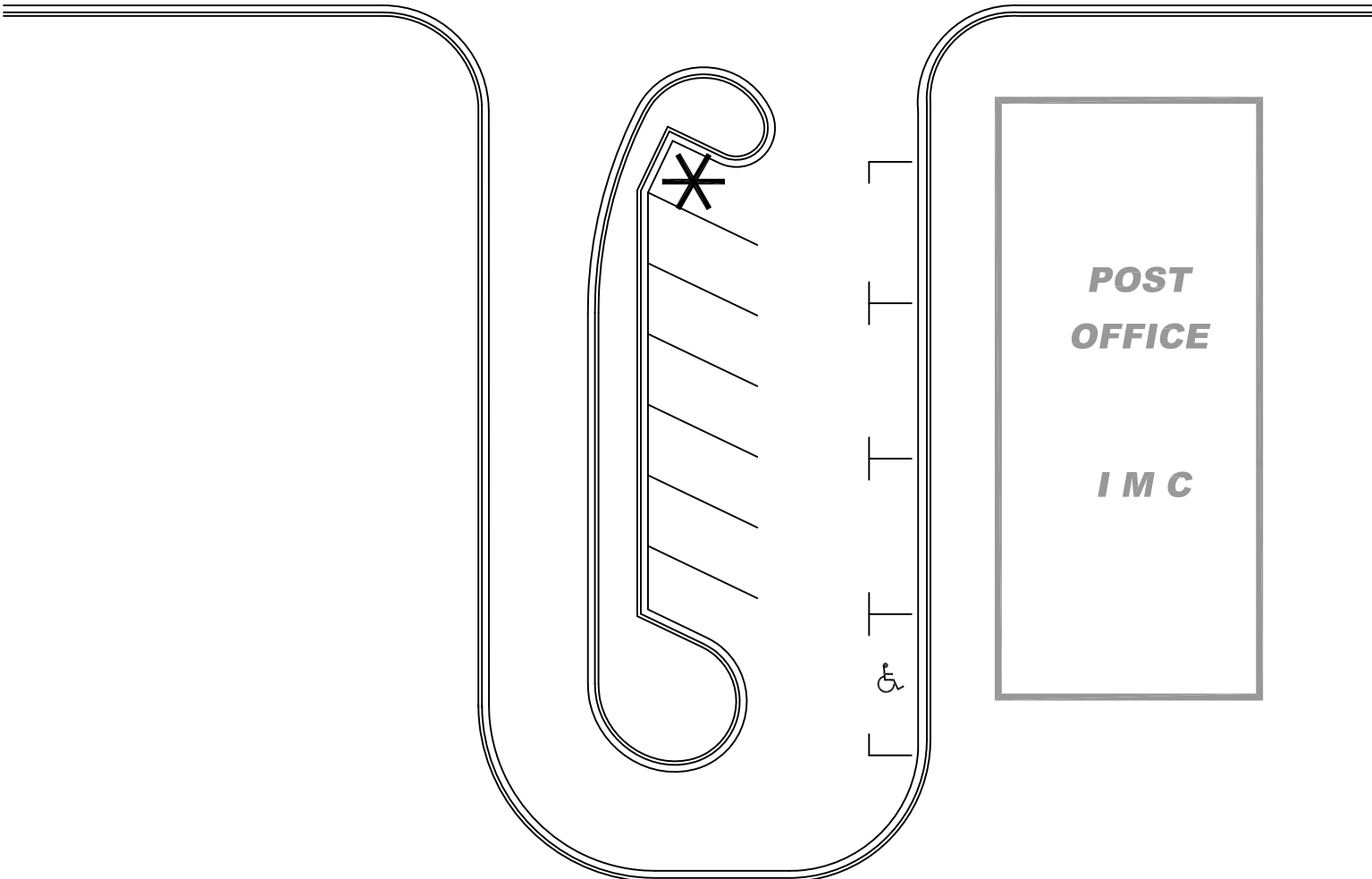
07/12/16

**PARKING
DECK**

BROADWAY AV

**COUNTY
COURTHOUSE**

ELM ST



LINCOLN SQUARE

PUSH SNOW TO SPACES MARKED *

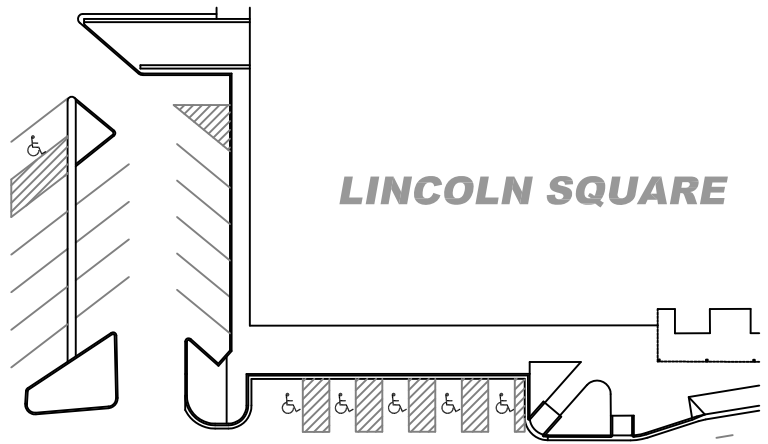
Lot 10-B



07/12/16



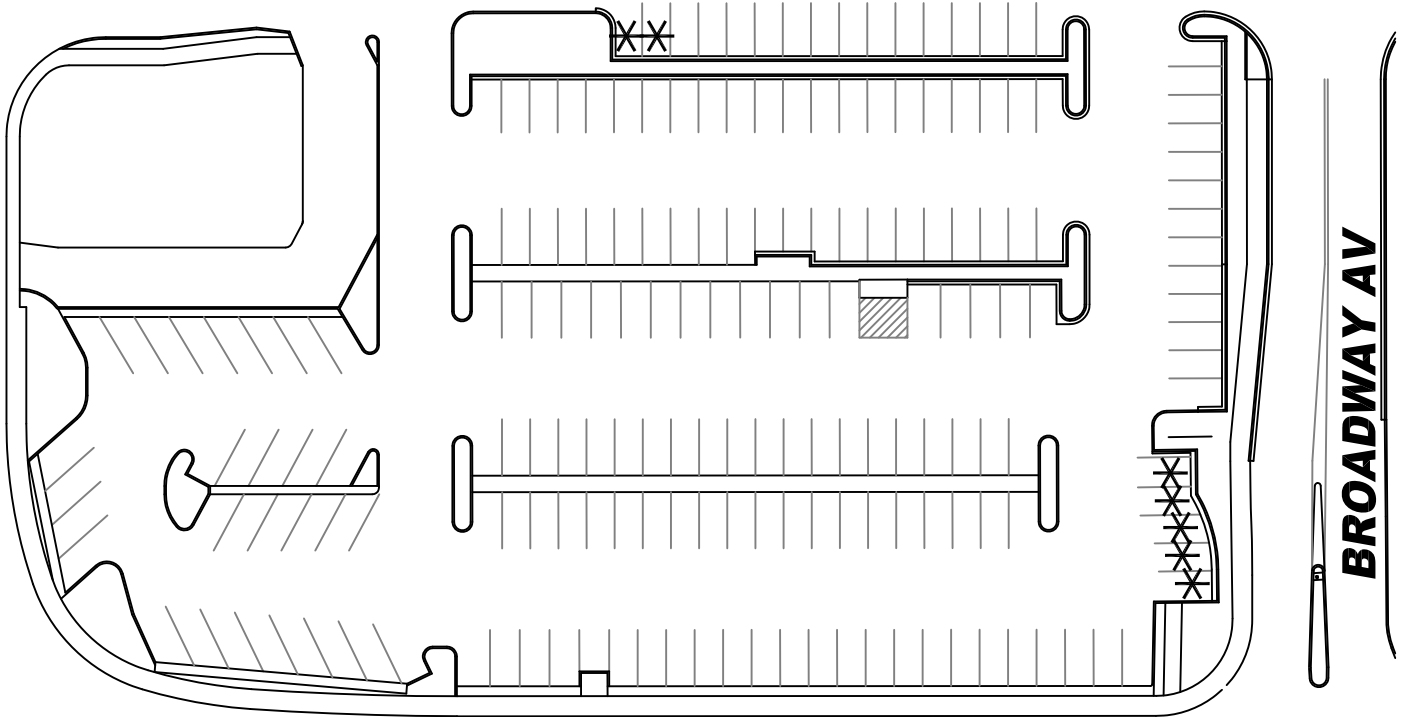
**FIRST UNITED
METHODIST CHURCH**



LINCOLN SQUARE

HIGH ST

RACE ST



BROADWAY AV

ILLINOIS ST

PUSH SNOW TO SPACES MARKED

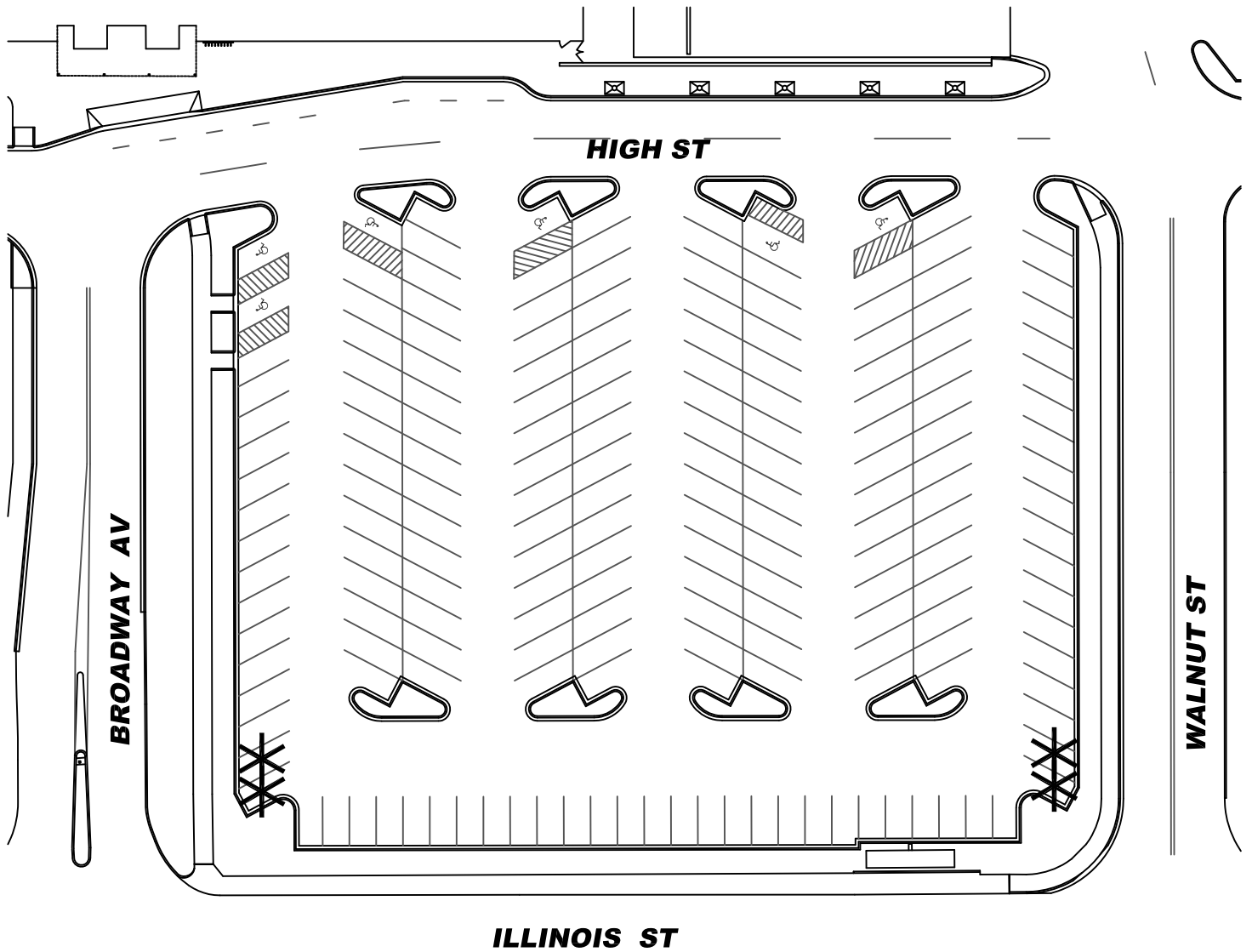


Lot 10-E



07/12/16

LINCOLN SQUARE



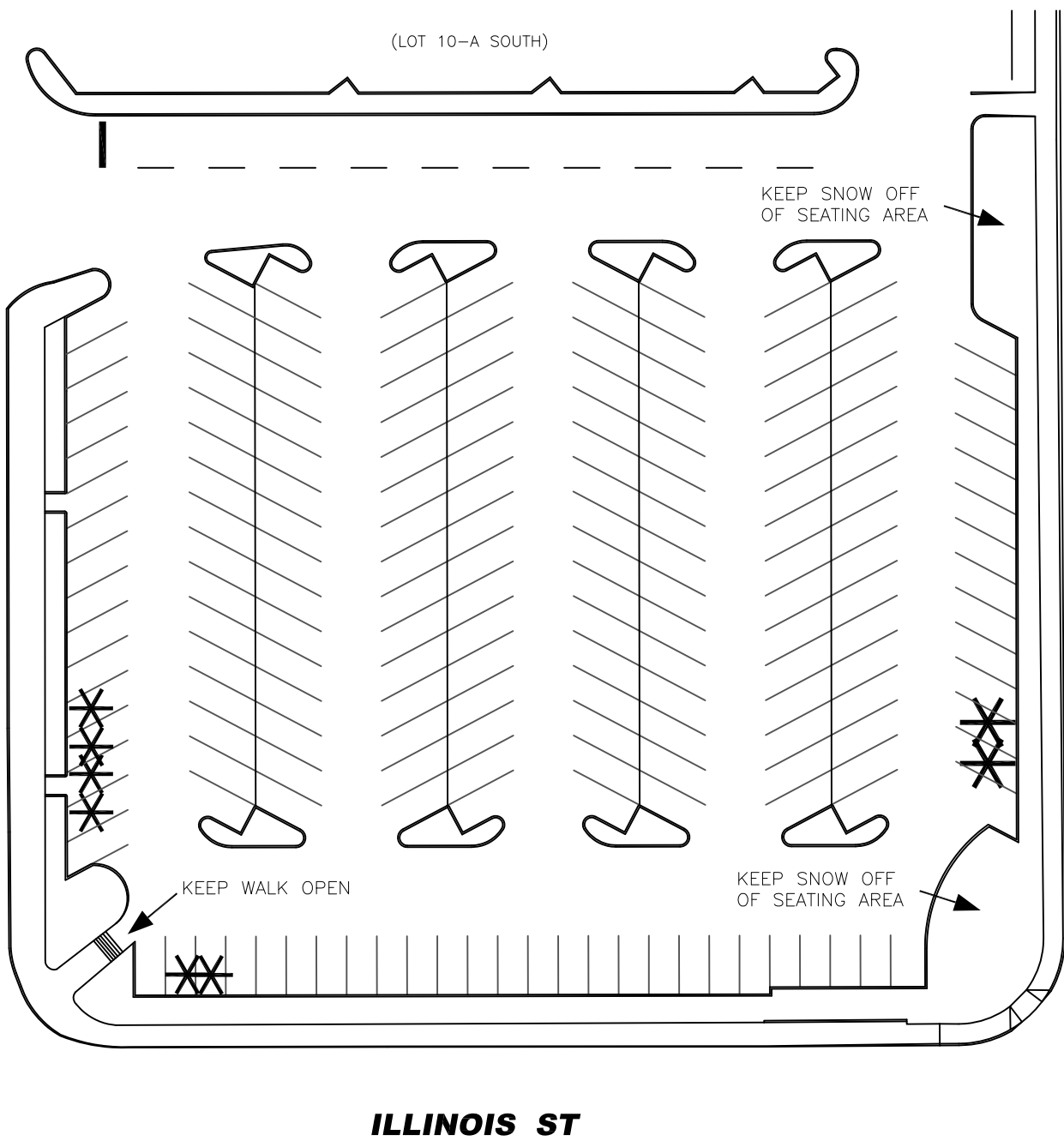
PUSH SNOW TO SPACES MARKED



Lot 10-F



07/12/16



PUSH SNOW TO SPACES MARKED



Lot 10-X

North
07/12/16

Boneyard

FEDERAL
PUBLIC
DEFENDER

MAIN ST

SPRINGFIELD AV

MAIN ST

CEDAR ST

PUSH SNOW TO SPACES MARKED *

Lot 11



07/12/16

**CANAAN
ACADEMY**

CENTRAL AV

MAIN ST

PUSH SNOW TO SPACES MARKED

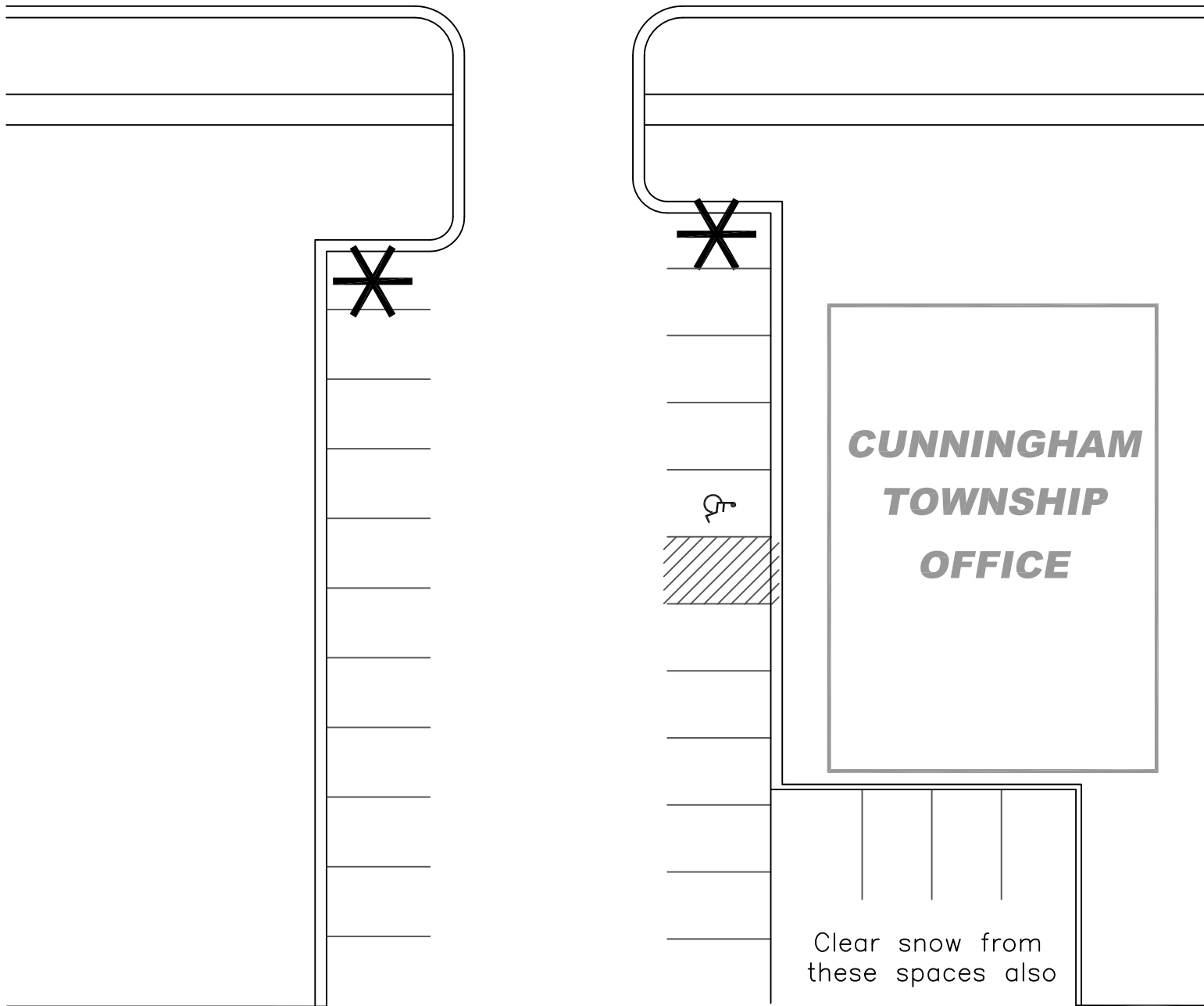


Lot 12



07/12/16

GREEN ST



ALLEY

PUSH SNOW TO SPACES MARKED **X**



Lot 16



07/12/16

RACE ST

ELM ST

GREEN ST

Urbana Free Library

Tepper

Bldg.

Tepper

o Bldg.

PUSH SNOW TO SPACES MARKED *

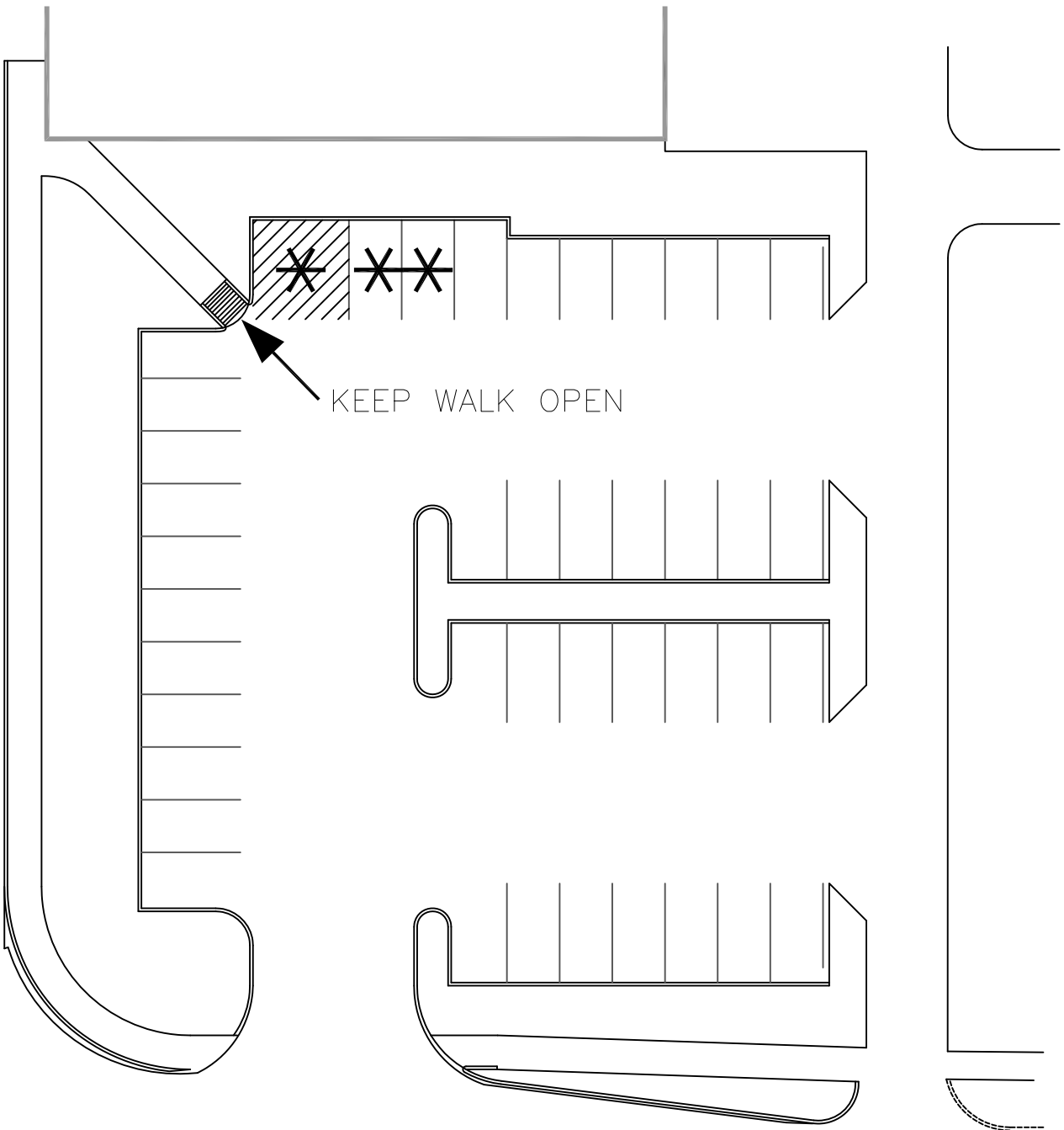
Lot 17 (Library)



07/12/16



VINE ST



KEEP WALK OPEN

GREEN ST

PUSH SNOW TO SPACES MARKED *



Lot 21



07/12/16

LOT 21

GREEN ST

VINE ST

URBANA AV

Art in the Park

CITY
COMPLEX

RESERVED
PARKING

POLICE
PARKING

PUSH SNOW TO SPACES MARKED *

Lot 22



07/12/16

VINE ST

CITY
BLDG.

FIRE
DEPT.

&

&

HIGH ST

URBANA AV

ILLINOIS ST

PUSH SNOW TO SPACES MARKED



Lot 23



07/12/16

Lincoln Square Village

Lot 10 F

Lot 10 X

WALNUT ST

ILLINOIS ST

**CONCORD
CLEANERS**

BROADWAY AV

CALIFORNIA AV

PUSH SNOW TO SPACES MARKED ✕



Lot 24



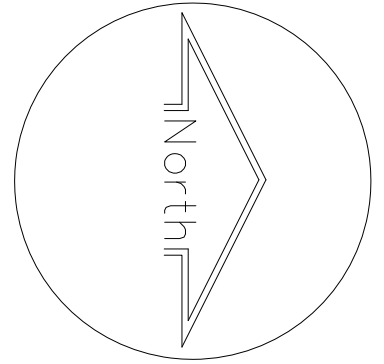
CENTRAL AV

WOOD ST

GRIGGS ST

RACE ST

Boneyard Creek



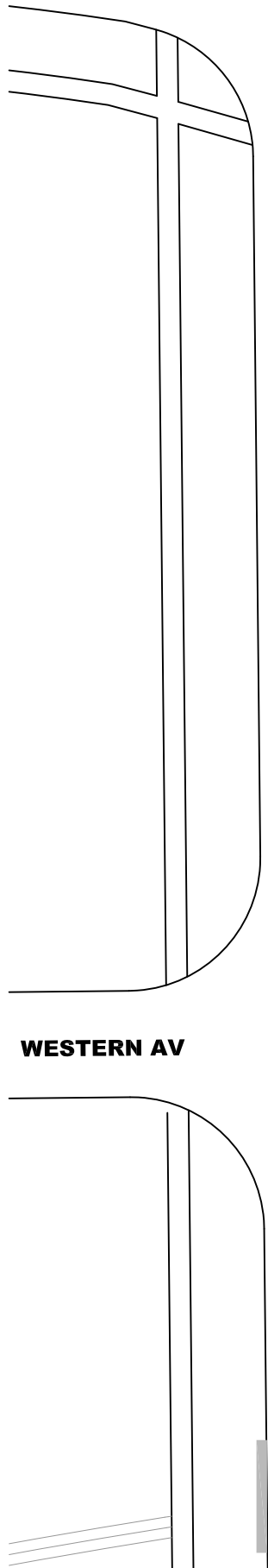
PUSH SNOW TO SPACES MARKED *

Caution:
Permeable pavers
10' x 130'



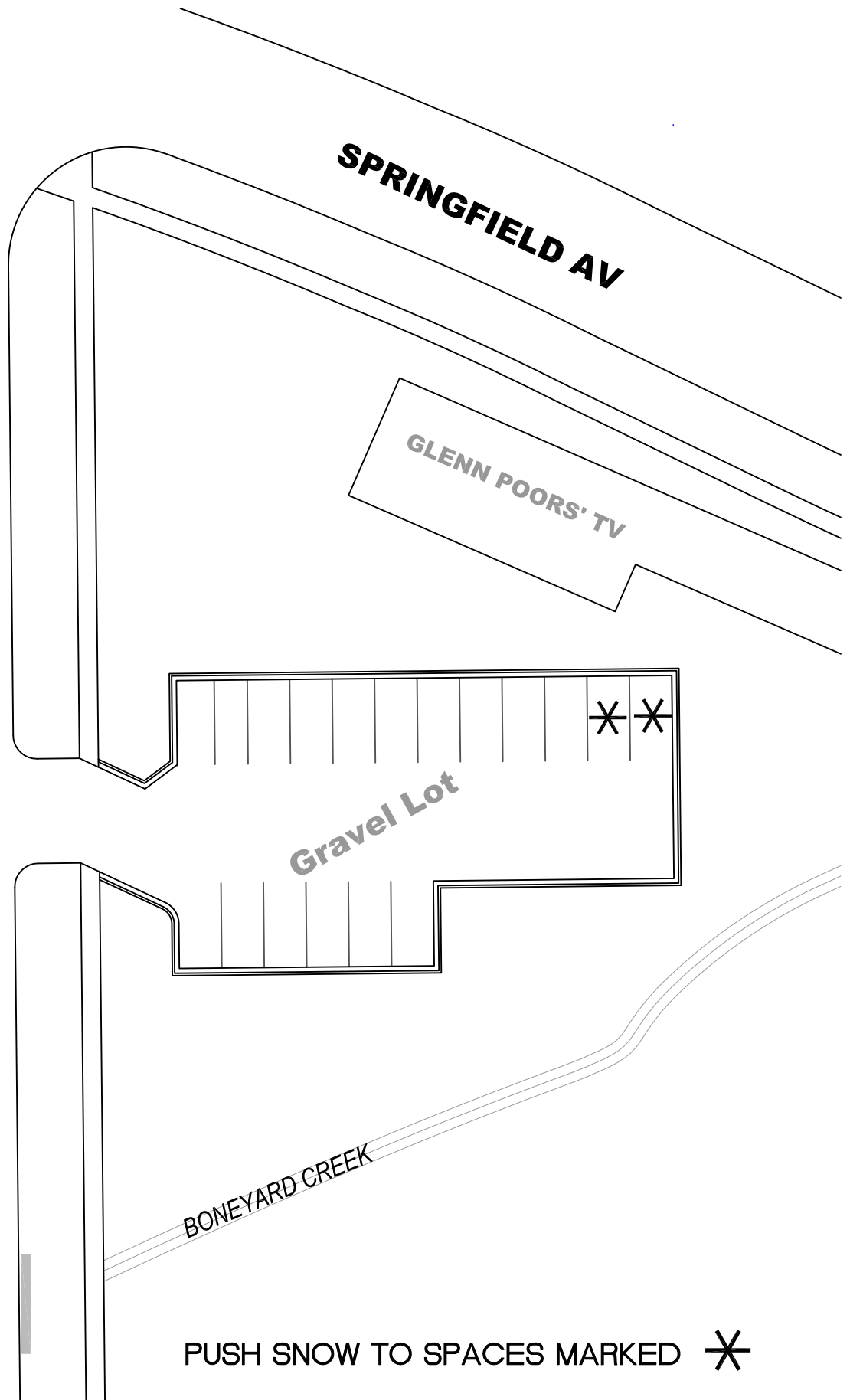
Lot 25

07/12/16



COLER AV

WESTERN AV



SPRINGFIELD AV

GLENN POORS' TV

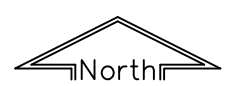
Gravel Lot

BONEYARD CREEK

PUSH SNOW TO SPACES MARKED *



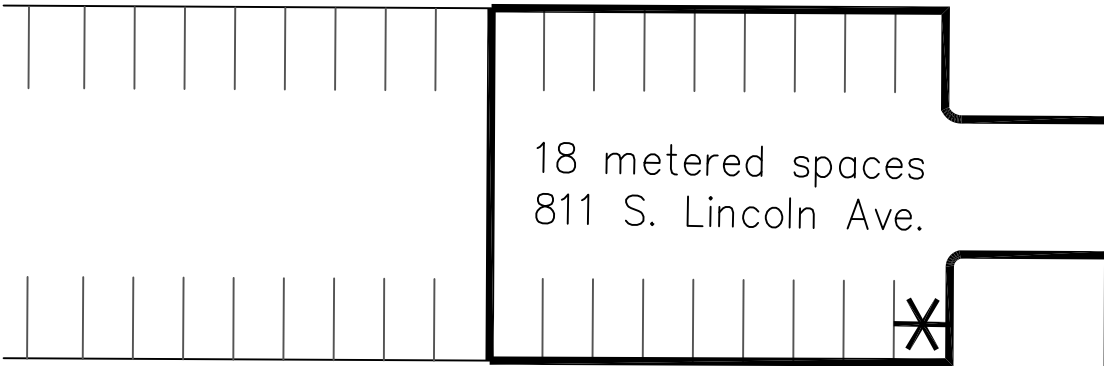
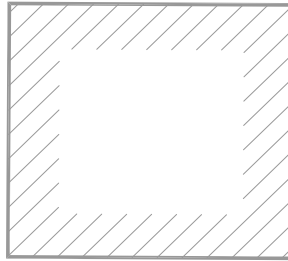
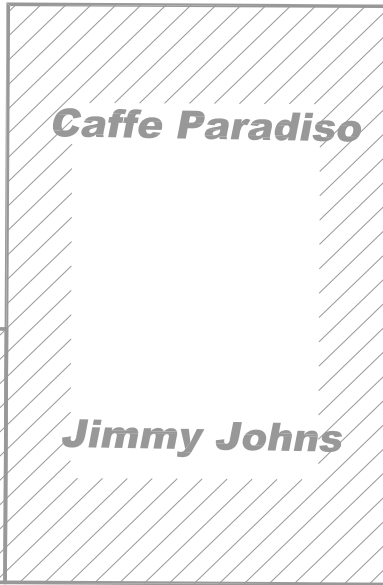
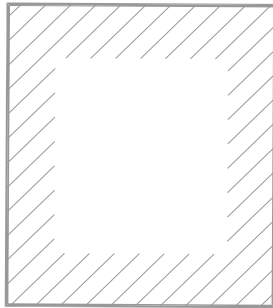
Lot 26



07/12/16

NEVADA ST

LINCOLN AV



PUSH SNOW TO SPACES MARKED *



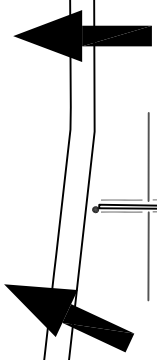
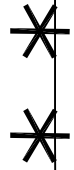
Lot 40



07/12/16

ELM ST

Stockpile along ROW,
DO NOT cover sidewalk.



CEDAR ST

**Tepper
Bldg.**

Library

Marro Bldg.

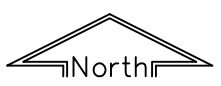


GREEN ST

PUSH SNOW TO SPACES MARKED *



Tepper & Marro



07/12/16

<p style="text-align: center;">CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2455 (phone); 328-8288 (fax) hro@urbanaininois.us</p>	Office Use Only (09/15)	
	Requested by:	Date:
	Approved by:	Date:
	Certification Date:	
	Certificate Expiration Date:	

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) WORKFORCE STATISTICS FORM

Please complete the sections below as instructed. Failure to properly complete this form may result in a delay or denial of eligibility to bid or do business with the City of Urbana.

Section I. Identification

1. Company Name and Address:

Name:

d/b/a:

Address:

City/State/Zip:

Telephone Number(s) include area code:

Check one of the following

Corporation	Partnership	Individual Proprietorship	Limited Liability Corp.
-------------	-------------	---------------------------	-------------------------

FEI Number:	Social Security Number:
-------------	-------------------------

2. Name and Address of the Company's Principal Office (*answer only if not the same as above*)

Name:

Address:

City/State/Zip

3. Major activity of your company (product or service):

4. Project on which your company is bidding:

5. City of Urbana contact staff assigned to contract:

SECTION II. Policies and Practices

Description of EEO Policies and Practices		YES	NO
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income ?		
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: _____ Title: _____ Telephone: _____ Email: _____		
C.	Does the company have a written Equal Employment Opportunity plan or statement? Note: If no, a copy of an E.E.O statement is enclosed. You must attach an EEO Statement in order to be considered eligible to do business with the City of Urbana. Questions? (217) 384-2455 or hro@city.urbana.il.us.		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? You must attach a copy of your company's Sexual Harassment Policy in order to be considered eligible to do business with the City of Urbana.		
E.	Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
F.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
G.	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?		
H.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.		
I.	Does the company have collective bargaining agreements with labor organizations?		
J.	If you answered yes to Question "I", have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Urbana?		
K.	Does your company perform construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property? (If yes, please complete Table B.)		
L.	Are you currently seeking to renew an existing or expired Urbana EEO certification? (If yes, you need to complete Table C.)		

SECTION III. Employment Information

IMPORTANT: Please complete the company workforce analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. **You must complete this form in its entirety, as instructed and submit your organization's (1) EEO Statement and (2) Sexual Harassment Policy in order to be eligible to do business with the City of Urbana. For detailed descriptions of the Job Classifications see attached descriptions. If minorities and females are currently under-represented in your workforce, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.**

TABLE A - TOTAL CONTRACTOR/VENDOR WORKFORCE

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
M = MALE, Column B is sum of Rows D, F, H, J and L. F = FEMALE, Column C is sum of Rows E, G, I, K and M.												
Date of above Data: _____												

SECTION IV. Certification

By signing below, the company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City of Urbana's Code of Ordinances (Section 2-119).

Signature

Printed Name and Title

E-mail Address

Date

SECTION V. Verification

Prior to submitting this form, please check the answers to the following questions to verify your completion of this form:

1. **Did you fill in all of the appropriate boxes in the table in Section III, including the "TOTAL" row?**

YES _____

NO _____

2. **Have you enclosed your company's EEO statement?**

YES _____

NO _____

3. **Have you enclosed your company's Sexual Harassment policy?**

YES _____

NO _____

DEFINITIONS OF TERMS LISTED ON THE WORKFORCE STATISTICS FORM

(See previous Page)

DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race /ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than *one* race/ethnic group. The race/ethnic categories for this report are:

White (Not of Hispanic origin). All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Black of African-American (Not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.

Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central of South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander. All persons having origins any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.

American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

Officials and managers. Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers farm operators and managers, and kindred workers.

Professionals. Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers.

Technicians. Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales. Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and clerical. Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft workers (skilled). Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled). Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

Laborers (unskilled). Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

Service workers. Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

The Vendor agrees that following representations and additional duties are a material part of the contract. The undersigned, having been duly sworn under oath, certifies and agrees as follows:

1. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
2. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
3. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
4. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
5. *Please initial one statement, in accordance with 65 ILCS 5/11-42.1-1:*
 - A. _____ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.
 - B. _____ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.
6. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
7. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
8. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

9. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.

10. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

11. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 *et seq.* The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.

12. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

Vendor: _____

By: _____

Printed name: _____

Title: _____

Date: _____

State of _____

County of _____.

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name of person making statement).

(seal)

Signature of notary public