



CITY OF  
URBANA

# Stump Removal

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*Bid # 1819-01*

City of Urbana  
Public Works Department  
706 S. Glover Ave.  
Urbana, IL 61802  
217•384•2342

August 2, 2018

Response due 1:00 pm on Thursday, August 2

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**Request for Proposals**  
**SOLICITATION # 1819-01**

The following is sought: City of Urbana, Illinois, will entertain proposals to provide all supervision, labor, tools, equipment and services required to perform tree stump removal and related work.

Requesting Department: Public Works Department  
Contact Person: Bruce Cubberley, Arbor Division Manager  
Address: 706 Glover Avenue, Urbana, IL 61802  
Telephone No.: (217) 819-3143  
E-Mail Address: bpcubberley@urbanaininois.us

Date of Request Posted on City's website: 8/2/2018

Date Published in News-Gazette: 8/2/2018

The original plus 2 copies of your Proposal MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Proposal Submission Date: 8/2/2018 Time: 1:00P.M. Central Time

Allowable Means for Transmitting Proposals: Hardcopy  
Public Proposal Opening Date: 8/2/2018  
Time: 1:00 P.M. Central Time

Locations for above: Public Works Department, 706 Glover Avenue, Urbana, IL

All Proposals submitted in response to this Request shall be irrevocable for a period of fifteen (15) days after the Proposal submission due date and may not be withdrawn by the Vendor during this period.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/>

*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.*

## **SECTION 1 – INSTRUCTION TO BIDDERS**

### **1.1 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.

“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 by this Request

“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 by this Request.

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

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the City to proceed forward with negotiations 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.

### **1.2 SPECIFICATIONS:**

See Exhibit A – SECTION 2 – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

### **1.3 RESPONDENT QUESTIONS:**

**1.3.1 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 the Request. No plea or error or ignorance by a respondent of the Specifications, General Instructions and other requirements shall be accepted.

**1.4 Questions:** All questions pertaining to this Request must be submitted in writing to the contact person identified above at least five (5) business days prior to the deadline for submission.

**1.5 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 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.

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. 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.

**1.6 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.

**1.7 GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT:**

See EXHIBIT B – SECTION 4 – GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT B appended hereto and made a part hereof.

**1.8 PROPOSAL VALUATION CRITERIA:**

See EXHIBIT C – SECTION 5 – EVALUATION CRITERIA appended hereto and made a part hereof.

**1.9 AWARD OF CONTRACT:**

**1.9.1 Proposal Guarantee:** All Proposals must be guaranteed and may not be withdrawn until fifteen (15) days after the proposal submission due date.

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

**1.9.3 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 Exhibit A 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.

**1.10 Proposal Bond/Security:**

**1.10.1 Acceptable Bond/Security:** Each Proposal shall be accompanied by a bank draft, cashier's check, letter of credit, certified check or proposal bond issued by a licensed surety equal to ten percent (10%) of the total value of the Proposal to serve as a Proposal bond. Any check submitted to secure the Proposal must be made payable to the "City of Urbana, Illinois" with the Request number included in the memo part of the check. All security tendered shall be held by City's Finance Department until a Successor Vendor has been selected and Contract documents have been signed or until it is determined that such security shall be returned to the respective vendors.

**1.10.2 Return of Bond/Security:**

**1.10.2.1** To all but the Successful Respondent, upon execution of a Contract between the Successful Respondent and the City.

**1.10.2.2** To all Respondents upon the City's rejection of all Proposals or termination of the solicitation process without executing any Contract.

**1.10.2.3** To each Respondent that withdraws his/her Proposal prior to the Proposal public opening date or Proposal submission date specified on Page 1 of this Request, whichever date is later

In all other instances, the City shall retain the aforesaid security tendered by the Respondents. Further, if the Successful Respondent fails to submit any additional documents in the form and within the date and time requested by the City following selection as the Successful Respondent, or fails to execute a Contract to which the Successful Respondent agreed, the City shall retain the Proposal bond/security, not as a penalty, but as liquidated damages. By submission of a Proposal, a Respondent acknowledges the impracticability of calculating the actual damages which would be suffered by the City for the Respondent's failure to comply with the Request and agrees that the sum posted is reasonable.

**1.11 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.

**1.12 GENERAL LEGAL MATTERS:**

See EXHIBIT D – SECTION 5 – GENERAL LEGAL MATTERS.

## EXHIBIT A

### SECTION 2 – SUMMARY AND SPECIFICATIONS

#### **2.1 SUMMARY:**

City of Urbana, Illinois, will entertain bids to provide all supervision, labor, tools, equipment and services required to perform stump removal work in the City of Urbana as specified herein.

Stump work done under the direction of this contract shall be bid on three distinct operations: a per diameter inch basis for stump grinding, per linear foot basis for the grinding of any exposed roots, and on a per square foot basis where a reduction in grade is needed. Total stump removal cost will also include disposal for grindings, soil needed to backfill the hole, and seeding to restore turf grass.

#### **2.2 SPECIFICATIONS:**

**2.2.1 Qualifications of Bidders:** Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of arboriculture. Bidders shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The City requires proof of these qualifications through references for similar contract work. Preference will be given to bidders with professional certifications such as International Society of Arboriculture Certified Arborist Certification.

All bidders must have in their possession or available to them by formal agreement at the time of bidding, trucks, stump grinders, hand tools and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

**2.2.2 Scope of Work:** The City will award 50-200 stumps for removal under this contract. Stumps are measured at ground level and will range from 12" in diameter to 60" in diameter, with the average diameter being 30".

The City reserves the right to award stump removal to one or two separate contractors. The City also reserves the right to change, add, or delete stump quantities from the bid list as it deems to be in its best interest. The amount of stump removal work to be performed is conditioned upon the total amount of funds budgeted. The City shall give notice to the Contractor of the stumps to be removed, the approximate number and size of each, and any deletions and or additions to the contract stump removal list. Stump removal operations shall commence no later than 30 days after contract has been awarded and continue until the final work order, which will be no later than 30 days before the end of the contract. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved removal schedule shall be sufficient cause to give notice that the Contractor is in default of the contract.

**2.2.3 Safety Standards:** All equipment to be used, and all work to be performed must be in full compliance with the latest American National Standards Institute Standard Z-133

(Safety Requirements for Arboricultural Operations). These standards are made part of this contract by this reference.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with IDOT Manual Uniform Traffic Control Devices.

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Any practice determined by the City to be obviously hazardous shall be immediately discontinued by the Contractor upon receipt of either written and/or verbal notice from the City to discontinue such practice.

**2.2.4 The Protection of Utilities:** Stump grinding operations may be conducted in areas where various above or underground utilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility company if damage should occur, and shall be responsible for all claims for damage due to the stump removal contractor's operations.

The Contractor shall be responsible for contacting the appropriate utility for location of any underground utilities which are in the work area and which could be damaged by Contractor's operation.

**2.2.5 Cleanup:** All debris from stump removal operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept. Areas are to be left in a condition equal to that which existed prior to the commencement of stump removal operations.

**2.2.6 Disposal:** It shall be the responsibility of the Contractor to remove and dispose of, in a proper and acceptable manner, all debris resulting from the stump removal operation.

Contractor must obtain written consent from property owner to leave any materials. Any discrepancy between the Contractor and property owner will automatically require the Contractor to remove material within five (5) days of complaint.

**2.2.7 Working Hours:** The Contractor will perform all work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday unless authorized by the City to do otherwise. Any such deviation, if it forms the basis for bid should be revealed in writing with the sealed bid submission.

**2.2.8 Licenses and Permits:** The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of

this contract. It shall be the responsibility of the Contractor to obtain all necessary permits, lane closure permits and other needed authorization to conduct tree maintenance operations on all rights-of-way. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

**2.2.9 Work Crew Supervision:** The Contractor shall provide supervision, preferably with an International Society of Arboriculture (ISA) Certified Arborist, for all stump removals, with authority to act. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

**2.2.10 Work Orders:** The Contractor shall receive from the City a work order list giving the street address and diameter of stumps to be removed; where needed, the list will include length of exposed roots to grind, and/or square feet of raised area the contractor will need to restore to surrounding grade. Prior to commencing work, stump, linear roots and grade restoration shall be clearly marked or only be removed upon approval of the City Arbor Manager or his authorized representative.

The stumps to be removed will be plainly marked by the City with a white or green painted X on the top of the stump. The Contractor can only remove the stumps that are on the work order list. Any unmarked stumps removed, without the Arbor Managers approval, will be at the contractor's expense.

Stump removal will include all exposed roots and or raised ground within a 10 ft. radius from stump center unless otherwise noted and shall be graded to match surrounding grade.

Stumps shall be COMPLETELY REMOVED or ground down to a depth of no less than 18" except where utility conflicts exists in which case stumps shall be ground to 16" below grade, including the root flare. Grindings are to be completely removed from hole and replaced with clean topsoil, preferably purchased from the Urbana Landscape Recycling Center (LRC). Soil not purchased from the LRC must come from a pre-approved (City Arbor Manager or his authorized representative) source. Backfilled holes are seeded with grass seed mix and mulched as specified in section 2.2.11.



**2.2.11 Topsoil and Seeding:** Topsoil shall be a loam or sandy loam. Contractor will notify the Arbor Manger of the proposed source(s) from which the imported topsoil is to be furnished. Imported topsoil shall be a natural, friable soil, representative of productive soils in the vicinity. It shall be obtained from the top 12" of well drained areas. Topsoil shall be fertile, friable, free from subsoil, refuse, roots, heavy or stiff clay, stones larger than 1 inch, coarse sand, weed seeds, sticks, brush, litter, and other deleterious substances; and suitable for the germination of seeds and the support of vegetative growth. Topsoil shall meet the following:

pH value: Between 6.0 and 7.5.

Soil Texture Range: Sand, 30 to 50 percent; silt, 30 to 50 percent; clay, 5 to 30 percent.

Organic Content: 3.5% minimum.

If soil for backfill, used by the contractor, does not meet the above specifications, the contractor will be required to replace all soil already used for backfill with an acceptable soil to the owner before any payment is made.

If the stump removed is in a mulched landscape bed, no turf grass seeding will be required. For all stumps removed from lawn areas, the contractor will seed the area back to turf grass. Furnished grass seed from the contractor must be approved by the Arbor Manager. The minimum specifications the City will accept for grass seed is shown below.

**GRASS MIX**

Species	Percentage in Seed Mix	Minimum Germination Rate
Kentucky Bluegrass (1 or more improved cultivars)	50	80
Perennial Ryegrass (1 or more improved cultivars)	30	85
Creeping Red Fescue	20	85

Seeding Method: Apply seed to backfilled areas. Seeding can only be done when weather conditions are adequate for germination. All seeding in autumn should be completed before October 30. Postpone seeding for all stumps removed after November 1 until March 1.

If the area to be seeded has become compacted before seeding, loosen the surface using hard rakes, or other methods. Evenly sow the grass seed over the prepared areas at ½ pound of seed mix per 100 square feet. Do not sow seed during high winds.

Mulching Operation: Mulch seeded areas with paper pellet mulch (PennMulch or equivalent).

Paper pellet mulch is manufactured mulch created from recycled newspaper. Pelleted mulch designed for turf seeding will expand about 3 times its original size after making contact with water. Evenly place paper pelleted mulch over all seeded areas at ¼ pound of pelletized mulch per 100 square feet of seeded area.

Funds retained during this contract will not be released until all backfilled stumps in turf areas have 70% coverage of germinated turf grass seed.

**2.2.12 Sample Stump List:** Use the following list of actual stumps in the field to determine pricing for the Proposal Form in EXHIBIT E. Feel free to inspect stumps out in the field to verify measurements and familiarize yourself with the typical conditions for this contract.

**Bid #1819-01 STUMP REMOVAL SAMPLE LIST**

<b>Township Section</b>	<b>Address with Parkway Location</b>	<b>On Street</b>	<b>Stump Diameter (inches)</b>	<b>Exposed Roots (Liniear Feet)</b>	<b>Grade Restoration (Square Feet)</b>
08NW	1104 Busey Ave N (FRONT LOT)	Busey Ave N	39	4	20
08NW	1106 Busey Ave N (FRONT LOT)	Busey Ave N	33	10	0
08NW	924 Linview Ave (FRONT LOT)	Linview Ave	41	2	0
08SW	705 Busey Ave N (FRONT LOT)	Busey Ave N	60	34	0
08SW	404 University Ave W (SIDE LOT)	Central Ave	40	5.5	0
08SW	815 Hill St W (FRONT LOT)	Hill St W	56	24	0
08SW	804 Main St W (FRONT LOT)	Main St W	38	0	0
09SW	802 Main St E (FRONT LOT)	Main St E	32	0	0
09SW	802 University Ave E (FRONT LOT)	University Ave E	30	0	0
15NW	103 Scottswood Dr (FRONT LOT)	Scottswood Dr	29	0	0
15NW	104 Scottswood Dr (FRONT LOT)	Scottswood Dr	26	0	0
15NW	104 Scottswood Dr (FRONT LOT)	Scottswood Dr	23	0	0
15NW	105 Scottswood Dr (FRONT LOT)	Scottswood Dr	33	0	0
15SW	2203 Country Squire Dr (FRONT LOT)	Country Squire Dr	34	2.5	0
15SW	2203 Rainbow View E (FRONT LOT)	Rainbow View E	50	0	0
16NW	601 Cottage Grove Ave S (FRONT LOT)	Cottage Grove Ave S	40	0	0
16NW	710 Washington St E (SIDE LOT)	Webber St S	48	3	0
16NW	802 Washington St E (SIDE LOT)	Webber St S	62	1.5	0
16NW	802 Washington St E (SIDE LOT)	Webber St S	47	4	0
16SE	1913 Country Squire Dr (FRONT LOT)	Country Squire Dr	48	2	0
16SE	1705 Kingston Dr (FRONT LOT)	Kingston Dr	40	2	0
16SE	1508 Lincolnwood Dr (FRONT LOT)	Lincolnwood Dr	34	0.5	0
16SE	1504 Philo Rd (FRONT LOT)	Philo Rd	30	4	0
16SE	1506 Philo Rd (FRONT LOT)	Philo Rd	32	14	0
16SW	1212 Briarcliff Dr (FRONT LOT)	Briarcliff Dr	36	14	0
16SW	1305 Eastern Dr (FRONT LOT)	Eastern Ave N	36	4	0
16SW	1308 Eastern Dr (FRONT LOT)	Eastern Ave N	36	2	50
16SW	1406 Eastern Dr (FRONT LOT)	Eastern Ave N	32	6	20
16SW	1102 Pennsylvania Ave E (FRONT LOT)	Pennsylvania Ave E	31	0	0
17NE	805 Grove St (FRONT LOT)	Grove St	36	4	0

**Bid #1819-01 STUMP REMOVAL SAMPLE LIST**

<b>Township Section</b>	<b>Address with Parkway Location</b>	<b>On Street</b>	<b>Stump Diameter (inches)</b>	<b>Exposed Roots (Linear Feet)</b>	<b>Grade Restoration (Square Feet)</b>
17NW	311 Elm St W (SIDE LOT)	Birch St	64	3	0
17NW	714 California Ave W (SIDE LOT)	Busey Ave S	60	4	0
17NW	707 McCullough St S (FRONT LOT)	McCullough St S	57	0	0
17NW	412 Nevada St W (FRONT LOT)	Nevada St W	36	0	0
17SE	102 Vermont Ave W (SIDE LOT)	Broadway Ave S	54	0	0
17SE	117 Delaware Ave W (SIDE LOT)	Race St S	35	24	0
17SW	715 Michigan St W (SIDE LOT)	Busey Ave	60	18	0
17SW	601 Delaware Ave W (FRONT LOT)	Delaware Ave W	70	10	0
17SW	812 Delaware Ave W (FRONT LOT)	Delaware Ave W	56	12	0
17SW	713 Iowa St W (FRONT LOT)	Iowa St W	40	18	75
17SW	1301 Busey Ave S (SIDE LOT)	Michigan Ave W	60	3	0
17SW	202 Florida Ave W (SIDE LOT)	Race St S	32	0	0
21NW	1701 Cottage Grove Ave S (FRONT LOT)	Cottage Grove Ave S	40	0	0
21NW	1701 Cottage Grove Ave S (FRONT LOT)	Cottage Grove Ave S	33	0	0
21NW	1004 Silver St (FRONT LOT)	Silver St	55	3	0
21SW	2504 Lynn St S (FRONT LOT)	Lynn St S	43	2	0
21SW	2507 Lynn St S (FRONT LOT)	Lynn St S	30	0	0
21SW	1205 Mumford Dr E (FRONT LOT)	Mumford Dr E	30	0	0
21SW	1306 Mumford Dr E (FRONT LOT)	Mumford Dr E	52	18	0
21SW	2209 Pond St (FRONT LOT)	Pond St	36	1.5	0
21SW	1116 Scovill St (FRONT LOT)	Scovill St	52	18	20
21SW	1205 Scovill St (FRONT LOT)	Scovill St	35	6.5	0

### **2.2.13 Additional Information:**

Each bidder shall provide the following data with their bid:

1. A statement of the items of equipment which the bidder proposes to use on the project, together with a statement noting which of these items of equipment the bidder owns, and separately those items which he/she does not own but is certain he/she will be able to rent or otherwise has access to use.
2. At least three (3) municipal or commercial references who can attest to the contractor's ability to fulfill this contract. Include names, addresses and phone numbers.
3. At least one (1) municipal reference that can attest to the contractor's previous satisfactory performance of removal of 30 plus trees and stumps / or two (2) commercial references that can attest to the contractor's previous satisfactory performance of removal of 30 plus trees and stumps.
4. If two bids are close in cost, preference will be given to companies employing certified arborists and have the most municipal /government contract experience. ISA Certification number of company owner and the arborists to be used for completion of the contract.

Any bidder may be required by the City to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

Use Additional Information Form in Exhibit E.

## EXHIBIT B

### SECTION 3 - GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT

#### 3.1 GENERAL INSTRUCTIONS:

- 3.1.1. 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.
- 3.1.2. 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.
- 3.1.3. Guaranteed Proposals:** All Proposals must be guaranteed and the City will not accept conditional or qualified Proposals unless provided otherwise in this Request.
- 3.1.4. Sealed Envelopes/Other Means of Submission:** Each 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 is specified on Page 1 of the Request. If the Proposal is tendered by mail, the aforesaid envelope should be enclosed in another envelope that is addressed to the contact person designated on Page 1 of the Request. See Page 1 for the allowable means for transmitting Proposals.
- 3.1.5. 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.
- 3.1.6. 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.
- 3.1.7. Acceptance/Rejection:** The City's decision to accept or reject any or all Proposals or portions thereof shall be final.
- 3.1.8. 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.

**3.1.9. 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.

**3.1.10. 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.

## **3.2. PROPOSAL CONTENT AND FORMAT:**

**3.2.1. 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.

**3.2.2. Addressing Specifications (Exhibit A):** Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), 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.

**3.2.3. Pricing Information:**

**3.2.3.1.** 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.

**3.2.3.2.** The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

**3.2.3.3.** All prices must be guaranteed for a period of fifteen (15) days.

**3.2.4. 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.

- 3.2.5. Use of Subcontractors:** The names, addresses, telephone numbers, e-mails, and websites (if any) and the names of contact persons of all subcontractors which the Respondent anticipates using in performance of work requested in the Request.
- 3.2.6. Qualifications:** The Respondent should provide a summary of the qualifications of each person who the Respondent expects to perform the Services requested in the this Request including education, licensure, certifications, and experience with similar work.



## EXHIBIT B

### SECTION 4 – EVALUATION CRITERIA

- 4.1 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 respective aggregate prices which the Respondents submitted. No other contents of Respondents' Proposals will be disclosed at this time.
- 4.2 TREATMENT OF PROPOSALS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all 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."
- 4.3 EVALUATION CRITERIA:** The City will evaluate the Proposal(s) following the date and time when opened. The evaluation will be based on and but may not be limited to the following criteria:
- 4.3.1 Completeness:** Degree of completeness of the Proposal.
  - 4.3.2 Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. 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.
  - 4.3.3 Price:** The City will consider the aggregate price and, component pricing included in each Proposal.
  - 4.3.4 Other Criteria:** In addition to the above, the City may consider the following additional criteria:
    - 4.3.4.1** The experience of the Respondent in Arboriculture as reported by the contractor in the Additional Information Form found in Exhibit E and addressed in section 2.2.13.
    - 4.3.4.2** The Respondent's experience with disputes and/or contractor breaches with other customers/clients within the past two (2) years.
    - 4.3.4.3** To the extend 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.
    - 4.3.4.4** Completion and approval of the Respondent's EEO paperwork.
- 4.4 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.

- 4.5** **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.,

## EXHIBIT D

### SECTION 5 – GENERAL LEGAL MATTERS

- 5.1. 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.
- 5.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:**
- 5.2.1. 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.
- 5.2.2. Confidential Information:** 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 which contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The City shall have no obligation to ascertain whether information contained in a Proposal is in fact confidential, privileged, proprietary or trade secret. The Respondent shall be responsible for determining whether any part of its Proposal marked "CONFIDENTIAL INFORMATION" is in fact exempt from production in response to a lawful FOIA request pursuant to 5 ILCS 140/7. A Respondent's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.
- 5.2.3. 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.
- 5.2.4. 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.
- 5.2.5. 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.

**5.2.6. 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.

**5.3. 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.

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

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

**5.4.2. 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.

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

**5.4.4. 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.

**5.5. TAXES; AUTHORIZATIONS:**

**5.5.1. 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.

**5.5.2. 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.

**5.6. 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.

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

**5.7.1. Successful Respondent Supplied Contract:** If a Respondent, if selected as the Successful Respondent, expects the City to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the City to accept the terms of such agreement form.

**5.7.2. 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.

**5.7.3. 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:

**5.7.3.1. Price Quote:** The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and the City which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.

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

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

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

**5.7.3.5. 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

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

**5.7.3.7. 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.

**5.7.3.8. Insurance Requirements:** The City will specify the minimum insurance coverages required to be in place, with the City named as an additional insured, where appropriate.

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

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

**5.7.3.11. 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.

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

**5.8. 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.

**5.9. Affirmative Action:**

**5.9.1. 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.*).

- 5.9.2. 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.

**EXHIBIT E**

**REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL**

**PROPOSAL FORM**

TO: THE CITY OF URBANA, ILLINOIS  
Department of Public Works  
706 South Glover  
Urbana, Illinois 61802

Re: Stump removal for the City of Urbana

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including the Contract Instruction to Bidders, Proposal Form, and Specifications, hereby propose to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in proper manner all of the work required in connection with the referenced project, all in accordance with the Plans and Specifications and other Contract Documents prepared by the City of Urbana, Illinois, for the sum stated below:

**(The City may provide stumps in work orders to the selected contractor that are not on the sample listing. These stumps are to be billed at no higher costs than the per diameter inch, linear foot, and square foot price listed below.)**

**Cost per diameter inch for Stump Removal:**

**Total cost to remove all sample stumps listed in Section 2.1.12:**

A)

**Cost per linear foot for exposed roots:**

**Total cost for all exposed roots:**

B)

**Cost per square foot to restore grade to original: Total cost for all grade restoration:**

C)

**Grand Total Cost for 52 sample stumps and associated (A + B + C):**

2. The undersigned further declares that he has carefully examined all of the Contract Documents and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed



requirements of completion, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

3. The undersigned further understands and agrees that if this proposal is accepted he/she is to furnish and provide all necessary machinery, tools, apparatus and other means of completion, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the City, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute a contract for this work and present the same to the City within fifteen days after the date of notice of the award of the contract to their company.

**Company Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contact Person (if different from above):** \_\_\_\_\_

**Telephone (if different from above):** \_\_\_\_\_

**Contact's cell phone number:** \_\_\_\_\_

**Contact's email (if different from above):** \_\_\_\_\_



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

**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:
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**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. <b>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.</b>		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? <b>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.</b>		
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? <b>(If yes, please complete Table B.)</b>		
L.	Are you currently seeking to renew an existing or expired Urbana EEO certification? <b>(If yes, you need to complete Table C.)</b>		

## 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												
<b>TOTAL</b>												
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.												
<b>Date of above Data:</b> _____												



## 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](http://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