



Request for Proposals
SOLICITATION # 1920-15
Tree And Stump Removal For The City Of Urbana

The following is sought:

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

Requesting Department: Public Works

Contact Person: Barb Stiehl

Address: 706 S. Glover Ave. Urbana, IL 61802

Telephone No.: (217) 384-2342

E-Mail Address: blstiehl@urbanaininois.us

Date of Request Posted on City's website: 11/21/2019

Date Published in News-Gazette: 11/21/2019

The original Proposal plus 0 copies MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Proposal Submission Date: 12/9/2019 Time: 1:30 P.M. Central Time

Allowable Means for Transmitting Proposals: hardcopy only

Public Proposal Opening Date: 12/9/2019

Time: 1:35 P.M. Central Time

Locations for above: Public Works Dept., 706 S. Glover Ave. Urbana, IL 61802

All Proposals submitted in response to this Request shall be irrevocable for a period of 90 days after the Proposal submission due date and may not be withdrawn by the Vendor during this period.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: <https://www.urbanaininois.us/1920-15>

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. **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 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.

“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. **SPECIFICATIONS:**

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

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. GENERAL INSTRUCTIONS: PROPOSAL CONTENT: FORMAT: SUBMISSION:

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

5. PROPOSAL EVALUATION CRITERIA:

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

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn until 90 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 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.

6.4. Proposal Bond/Security:

6.4.1. 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 Successful 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.

6.4.2. Return of Bond/Security:

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

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

6.4.2.3. 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, which ever 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.

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. GENERAL LEGAL MATTERS:

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

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 tree and stump removal work in the City of Urbana as specified herein.
- 2.2. Specifications: There shall be no deviations from the listed specifications unless otherwise noted or described within the specification.

I. Qualifications of Bidders

A. 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 professional certifications one of which has to be the International Society of Arboriculture Certified Arborist Certification, references for similar contract work and number of years in business.

B. All bidders must have in their possession or available to them by formal agreement at the time of bidding, trucks, devices, chippers, stump grinders, hand tools, aerial and other equipment and supplies which are necessary to perform the work as outlined in these specifications. A list of this equipment shall be provided in Section XVIII.

II. Scope of Work

The City reserves the right to award tree removal (task #1) and stump removal (task #2) to separate contractors. Bidders are encouraged to provide a cost savings for combining both tasks into one contract by submitting a quote for both task #1 and task #2 in the proposal form under combined tasks #1 and #2 quote. The City also reserves the right to change, add, or delete tree and stump quantities from the bid list as it deems to be in its best interest. Additional tree removals may be added according to Appendix 2, emergency and additional pricing. The amount of tree work to be performed is conditioned upon the total amount of funds budgeted. The City shall give notice to the Contractor of the trees to be removed the approximate number and size of each and any deletions and or additions to the contract tree removal list. Removal operations shall commence no later than 30 days after contract has been awarded and continue until completion, which shall be no later than **March 15, 2020** or 90 calendar days after the date of the execution of the contract by both parties if 90 days extend beyond March 15, 2020 deadline. 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.

III. Safety Standards

A. All equipment to be used, including cranes and truck mounted winches, 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.

B. 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.

C. 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.

IV. 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.

V. Protection of Overhead Utilities

Tree trimming and removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to their operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the operations of this contract.

VI. The Protection of Underground Utilities

Tree trimming and removal operations may be conducted in areas where underground fiber optics, electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to their 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.

VII. Cleanup

All debris from tree and 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, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of forestry operations.

VIII. Disposal

A. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations.

B. 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.

IX. Working Hours

The Contractor will perform all work between the hours of 8:00 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.

X. Licenses and Permits

The Contractor shall, at his/her 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.

XI. Work Crew Supervision

The Contractor shall provide supervision with an International Society of Arboriculture (ISA) Certified Arborist for all tree and 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.

XII. Payments

Partial billings are acceptable on a monthly basis. Payment is made according to actual number of removals or stumps ground.

XIII. Bidding Specifications and Contractual Terms

Tree work done under the direction of this contract shall be bid on a per tree and per stump basis with costs provided on sheet labeled **Appendix 1, 19/20 Tree and Stump Removal List**. The total tree removal cost, task #1, the total stump removal cost, task #2, and combined tasks #1 and #2 cost shall be provided in the **PROPOSAL FORM in EXHIBIT E**:

XIV. Tree and stump removal Specifications: (see Appendix 1, Tree and Stump Removal List)

- A. Location. The Contractor shall receive from the City lists giving the address, identification and diameter of trees to be removed. Trees shall only be removed upon orders of the City Arborist or his authorized representative. A preliminary tree list is contained in these specifications.

The trees to be removed will be plainly marked by the City with an **green simplex nail** on the street side of the tree trunk. However the Contractor must receive specific direction to remove each tree from the City's representative prior to removal.

- B. How Trees Should Be Removed. Removal shall consist of cutting down each identified tree in a safe manner so as not to unnecessarily endanger life or property. All trees designated for removal shall be removed in accordance with common standards of good practice. Methods used shall be subject to the approval of the City.
- a) The Contractor shall refrain from the practice of felling entire trees. All trees shall be "limbed" out prior to the final cutting of the trunk. Sidewalks, curbs, streets, manhole covers and meter pits shall always be protected from the impact of falling wood.
 - b) If trees extend through power and/or telephone wires, it will be the responsibility of the Contractor to notify the appropriate utility company and make arrangements. All billable utility costs are the responsibility of the Contractor.
 - c) No free felling of heavy limbs shall be allowed. All limbs of sufficient size that may cause damage to other trees or surrounding public or private property shall be lowered by ropes or crane.
 - d) The Contractor shall remove all trees to a point one (1-6) inch/s above the adjacent ground level unless otherwise approved by the City Arborist.

- C. Stump removal shall be priced separate from tree removal costs. Stump site 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, provided by contractor and approved by the City Arborist**, and seeded with City supplied grass seed mix.

XV. Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered severally and collectively.

XVI. Additional Information

Each bidder shall be asked to provide the following data with his/her 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 reference that can attest to the contractor's previous satisfactory performance of crane removal of 30 plus trees and stumps within a two month or shorter period and two (2) commercial references that can attest to the contractor's previous satisfactory performance of removal of 30 plus trees and stumps within a two month or shorter period. Include contact names, phone number, email address if available.
3. 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.

XVII. Optional Pricing on Additional Tree And Stump Removal Work Outside of Contract

Please complete "APPENDIX 2 - EMERGENCY TREE AND STUMP REMOVAL PRICING FOR WORK OUTSIDE OF THIS CONTRACT" for non-scheduled / emergency tree and stump removal that may arise in the next twelve months if interested in additional tree and stump removal work outside of this contract. (See "APPENDIX 2" at the end of Exhibit A). This pricing is optional and not a requirement of this Tree and Stump Removal Bid.

LIST

**APPENDIX 2 – OPTIONAL
ADDITIONAL/EMERGENCY TREE AND STUMP REMOVAL PRICING
FOR WORK OUTSIDE OF THIS CONTRACT**

The City of Urbana would like to retain a certified arborist with crane / tree removal capability for additional removal, non-scheduled and or emergency tree work, outside of this contract, that may arise in the upcoming eight months. If you are interested in being contacted by the City for completion of additional removal and non-scheduled / emergency tree and stump removal work please provide a not to exceed cost for additional/emergency tree and stump removal for the following size classes that you will honor through December 31 2020.

Size class diameter breast	Emergency Tree removal per tree cost	Emergency Stump removal per stump cost
9-12"		
12.1"- 16"		
16.1" 20"		
20.1" – 24"		
24.1" – 28"		
28.1" – 32"		
32.1" – 36"		
36.1" – 40"		
40.1 – 44"		
44.1" – 48"		
48.1" – 52"		
52.1" – 56"		
+56"		

EXHIBIT B

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.

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.

4.2. 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).

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- Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.
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- Bidder's experience, in years, providing municipal tree removal services of a similar or larger scope. _____
 - The number of such municipal projects handled in the last five years. _____
 - On-Site Supervisor, name, certification and experience with such work.
-
-

ISA certification
#

Years of Experience

- _____
- The identities of other individuals who will be involved with the work, and their experience with such work.
-
-
-
-
-
-
-
-

- The number of years in business.
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4.2.2. 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.

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. 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.

4.2.3.3. If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

4.2.3.4. All prices must be guaranteed for a period of ninety (90) days.

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: 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.

4.2.7. Qualifications: The Respondent should provide a summary of the qualifications of each person who the Respondent expects to perform the Services requested in this Request including education, licensure, certifications, and experience with similar work.

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.

4.3.2. Proposal Submissions by E-Mail: Hardcopies only, proposals cannot be submitted by electronic mail (e-mail).

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.

EXHIBIT C

SECTION 5 - 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 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.
- 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 providing the equipment and performing the Services similar to that which is being sought by the City as requested in this Request.
- 5.3.4.1.a. Respondent shall provide references for five or more municipal tree removal contracts involving Crane operation. See Exhibit A Section XVIII.
- 5.3.4.1.b. Respondent shall provide the number and age of owned equipment including crane, aerial lift truck, chipper truck and log truck, chipper unit and stump grinder. See Exhibit A Section XVIII.
- 5.3.4.2.** International Society of Arboriculture certification of on-site supervisor and tree workers.

5.3.4.3. 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.

5.3.4.4. Completion and approval of the Respondents EEO paperwork.

5.3.4.5. The nature and coverage of the Respondent's guarantees and warranties.

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.

EXHIBIT D

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. See Exhibit E "Contract (*DRAFT COPY*)"
- 8.7.1. 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.
- 8.7.2. 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.
- 8.7.3. 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:
- 8.7.3.1 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.
- 8.7.3.2 Payment:** Terms of payment by the City to the Successful Respondent.
- 8.7.3.3 Specifications:** The Specifications provided for in this Request as may be modified by agreement between the City and the Successful Respondent.
- 8.7.3.4 Default and Cure:** Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.

- 8.7.3.5 **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
- 8.7.3.6 **Costs of Negotiation:** The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.
- 8.7.3.7 **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.
- 8.7.3.8 **Warranties:** Any warranties which were submitted by the Respondent along with his/her Proposal including any modifications thereof agreed to by the City and the Successful Respondent.
- 8.7.3.9 **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.

The successful Bidder will be required to furnish a "Certificate of Insurance" to the City Arborist of the City of Urbana, indicating that the Bidder has obtained for the benefit and protection of himself/herself, and the City of Urbana, Illinois, an adequate liability insurance policy, along with a certification by an insurance company to the effect that the Bidder has obtained public liability and workmen's compensation insurance in a sufficient amount to protect himself/herself, and the City from any liability of damage resulting from injury to his/her employees or to others or to the property of others. The "Certificate of Insurance" shall also certify that the insurance will not be canceled or allowed to lapse during the time of work without first giving notice in writing to the City of Urbana, Illinois.

In addition, the City of Urbana Illinois shall be listed as a "additional insured" on Public Liability and Business Liability policies in form and format consistent with Insurance Services Office (ISO) CG-2010 or most current version. The contractor will require all subcontractors to have similar insurance, also naming the City as "additional insured."

- (a) General Requirement. During the term of this Agreement, at its own cost and expense, the Contractor shall maintain in full force and effect insurance policies as enumerated below.

(b) Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.

(c) Additional Insured. The City of Urbana and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.

(d) Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.

(e) Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

(f) Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Contractor shall provide the City Arborist with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The Contractor shall provide any renewal certificates of insurance automatically to the City Arborist at least 30 days prior to policy expiration. The Contractor shall upon request of the City Arborist provide copies of any or all insurance policies.

(g) The Contractor shall maintain during the entire period of his/her performance under this Contract the following minimum insurance:

Worker's Compensation:

1. Employer liability limit of not less than \$1,000,000 for each accident for bodily injury, and \$1,000,000 for each employee for bodily injury by disease.
2. Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "All States" endorsement.

Comprehensive General Liability:

A.	Minimum Limits:	
	Bodily Injury	\$1,000,000/each occurrence \$1,000,000/aggregate
	Property Damage	\$1,000,000/each occurrence \$1,000,000/aggregate
	Combined Single Limit	\$1,000,000

- B. Included Coverage:
- Premises and Operations
 - Independent Contractors
 - Products and Completed Operations (including coverage for defects in materials, products or equipment installed under the contract which appear within one year after the date of substantial completion).
 - Contractual Liability
 - Bodily Injury – Include Personal Injury
 - Property Damage – remove “XC” exclusion
 - Property Damage – remove “U” exclusion

Comprehensive Automobile Liability (“any auto type”):

- A. Minimum Limits:

Bodily Injury \$1,000,000/each person
\$1,000,000/each occurrence

Property Damage \$1,000,000/each occurrence

NOTE: A \$1,000,000 combined single limit of automobile liability may be provided in lieu of the above limits.

- B. Included Coverage (may be in comprehensive form):

- Owned Vehicles
- Non-owned vehicles
- Hired vehicles
- Property Damage – write on occurrence basis

Umbrella or Excess Liability

- A. Umbrella form

- B. Minimum limits:

Combined Bodily Injury and Property Damage

\$1,000,000/each occurrence

\$1,000,000/aggregate

(h) Self-insured. If a self-insured retention or deductible is maintained on any of the policies, the Contractor shall provide the amount of the self-insured retention or deductible to the City Arborist. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Contractor will be held solely responsible for the amount of such deductible and for any co-insurance.

(i) Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Contractor.

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

8.7.3.11 Termination of Contract: Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party’s

rights and remedies.

8.7.3.12 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 initiated 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.

8.7.3.13 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.

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: Tree and stump removal for the City of Urbana

1. The undersigned, having familiarized him/herself/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 Drawings 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:

TASK #1 Total Contract Price for all Tree Removals

(Total of all unit priced tree removals from attached listing in Appendix 1)

TASK #2 Total Contract Price for all Stump Removals

(Total of all unit priced stump removals from attached listing in Appendix 1)

TASK #1 and TASK #2 Total Discounted Price for all Tree and Stump Removals

(Total discounted price for combining all tree and stump removals from attached listing in Appendix 1)

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 him/her.
5. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen days after the date of notice of the award of contract, a performance bond satisfactory to and in the form prescribed by the City, in the sum of 10% of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
6. The undersigned further agrees to begin work not later than thirty (30) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to complete the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 90 calendar days after the date of the execution of the contract by both parties. Such time for completion of work shall include final clean-up of premises.

NOTES:

All materials provided for this project are exempt from sales tax. The City of Urbana will provide its tax-exempt number to the successful bidder. All bids shall include all other applicable taxes and fees.

(if an individual) **Signature of Bidder** _____ **(seal)**

Business Address _____

(if a co-partnership) **Firm Name** _____

Signed by _____

Business Address _____

(Insert names and addresses _____

of all Members of the Firm)

(if a Corporation) **Corporate name**_____

(Corporate Seal) **Signed by**_____

Business Address_____

(Insert Names of Officers) **President**_____

Secretary_____

Treasurer_____

ATTEST: _____

CONTRACT

1. THIS AGREEMENT, made and concluded this__day of December, 2019, between the City of Urbana, Illinois acting by and through Carol Mitten, City Administrator, known as the City,
and _____, his/her/their executors, administrators, successors or assigns, known as the Contractor.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal Form, hereto attached, the Contractor agrees with said City at his/her/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described and in full compliance with all of the plans of this agreement.

3. And it is also understood and agreed that the Invitation to Bid, Notice to Bidders, Contract, Instructions to Bidders, Proposal Form, and Drawings and Specifications for Tree and Stump Removal for the City of Urbana Bid # 1819-12 are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the dates above mentioned.

PARTY OF THE FIRST PART:

CITY OF URBANA, ILLINOIS BY: _____

PARTY OF THE SECOND PART:

FIRM NAME (if an individual) BY: _____
 (SEAL)

FIRM NAME (if a partnership) BY: _____
 BY: _____

CORPORATE NAME (if a Corporation) BY: _____
 (President)
 BY: _____
 (Secretary)
 (CORPORATE
 SEAL)

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

CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2455 (phone); 328-8288 (fax) hro@urbanainillinois.us	Office Use Only (09/15)		
	Requested by:		Date:
	Approved by:		Date:
	Certification		
	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			
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			
Corporati	<input type="checkbox"/>	Partnershi	<input type="checkbox"/>
Individual	<input type="checkbox"/>	Limited Liability	<input type="checkbox"/>
FEI Number:		Social Security Number:	
2. Name and Address of the Company's Principal Office (<i>answer only if</i>			
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		YE	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		
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)		
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		
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		
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,		
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		
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		Black or African-American (Not of		Hispanic or Latin		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												
Operatives (Semi-												
Workers												
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)

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.

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,

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.
