



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
STREET SWEEPING  
BID NO.: 811-PW-095**

8/22/11

Name of Bidding Firm: \_\_\_\_\_  
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Tuesday, September 13, 2011**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: YES  
Prevailing Wage NO  
Performance Bond: YES

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

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

**RETURN BIDS TO:**

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

***BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**BID RESULTS:**

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

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor

check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of

the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe

benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

27. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

30. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

31. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

32. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

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

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

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

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

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

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

\_\_\_\_\_ is the official who will be responsible for implementing this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

[Redacted Signature Area]

Authorized Signature

[Redacted Title Area]

Title

[Redacted Firm Name Area]

Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_

Neither \_\_\_\_\_

City-Certified? Yes \_\_\_ No \_\_\_

City Certified? Yes \_\_\_ No \_\_\_

(Revised 12/21/09)

**Subcontractor/Leased Operator of Equipment Detail Form  
City of Rockford**

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information Please provide business name and address, and a contact person.	Type of Work Supplied Describe the work the subcontractor/leased operator will perform for this contract.	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____%

The bidder intends to Subcontract/Lease Operators of Equipment for \_\_\_\_\_ % of the total contract with MBE/WBE firms.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Supplier Detail Form  
City of Rockford**

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information Please provide business name and address, and a contact person.	Type of Product Supplied Describe the product the supplier v provide for this contract.	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

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

\_\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

## **Street Sweeping**

### **Bid Number 811-PW-095**

#### **1.0 Scope of Work**

The City of Rockford is seeking bids from qualified vendors to perform contract work which consists of all labor, materials, equipment, and supplies necessary to perform City-wide Street and Municipal Parking Lot Sweeping. Additionally, the City requires the vendor to perform emergency street sweepings after vehicle accidents, spills on roadways, and on streets after a water main break.

The vendor shall be responsible for disposal of debris from sweeping services and all costs associated with proper disposal of the debris.

Vendors shall carefully examine the site for the project to eliminate misconceptions, verify mileage, working conditions, equipment needed, transportation and storage facilities. Vendors shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract, nor will the vendor be entitled to any extra compensation for his/her failure to verify conditions at the site.

#### **2.0 General Requirements**

- 2.1 License. Vendors shall secure all permits and licenses that may be required by federal, state or local laws. All costs for any and all permits and licenses shall be included in the bid, as no additional cost to the City will be allowed for such items at a later date.
- 2.2 Ordinances. Vendors shall observe all ordinances in the performance of this contract including the City of Rockford's Noise Ordinance which prohibits the operation of ground maintenance equipment between the hours of 10:00 p.m. and 7:00 a.m. within 600 feet of any building used for residential or hospital purposes.
- 2.3 Vendor qualifications. No contract shall be awarded except to responsible vendors capable of providing the class of product described.
- 2.3.1 Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time constraints stipulated. The City of Rockford shall make the final determination as to the vendor's ability to provide the desired services.
- 2.3.2 Only vendors with past experience with similar work as specified herein shall be considered for this project. All vendors who submit bids shall include documentation indicating past experience and references to receive full consideration for contract award.
- 2.4 Contact. Questions shall be directed to Carrie Eklund, Central Services Manager at (815) 987-5565 or [carrie.eklund@rockfordil.gov](mailto:carrie.eklund@rockfordil.gov).
- 2.5 Basis of Award. The City will award this contract to the lowest responsive and responsible vendor that is able to meet the requirements and criteria set forth in this document. A "responsive vendor" is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A "responsible vendor" is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality. The City of Rockford may award the contract based on line item categories, by division or as a whole, whichever best serves the interest of the City.
- 2.6 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured

Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

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

- 2.6.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$1 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$1 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.6.2 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate.
- 2.6.3 Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- 2.6.4 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.

2.7 Term of Contract. Vendor shall provide street sweeping services from September 1, 2011-December 31, 2014. Upon mutual written consent, the City and the vendor may agree to extend the contract for two (2) one-year terms.

2.8 Acquired Property. The City reserves the right to add on additional streets or parking lots as they are acquired during the term of the contract at a comparable cost to similar locations covered under this contract.

### **3.0 Project Deliverables**

The vendor shall provide all labor and equipment necessary to provide street sweeping services to the specifications and estimated quantities provided herein.

Street Sweeping Deliverables (All quantities are estimated)		
Sweeping Section	Approximate Curbline Mileage or Square Yards Per Sweep	Estimated Frequency (Per year)
Central Business District	17	16
Arterial Streets	230	3
Residential and Collector Streets	980	2
Raised Median Cleaning	21	3
Municipal Parking Lots	70,943 (sq yds)	8
Special Request Sweepings	N/A	8
Emergency Sweepings	N/A	12

Dates provided for cycle sweeps are tentative and intended for planning purposes. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on weather and conditions of roadways.

### 3.1 Scheduling of Work

All work shall be scheduled with the Street Superintendent or their designee. During regularly scheduled sweeping cycles, the vendor's supervisor will speak with the Street Superintendent or his designee on a daily basis at or before 7:15 am. At that time, the contractor will be directed where to begin work. In the event the vendor fails to complete an assigned task or assigned area within the day, the task shall be completed the following day at no additional cost to the City. In the event the vendor completes a task or assigned area in less than an eight (8) hour period, the vendor shall contact the City for additional tasks.

### 3.2 Central Business District. The City has approximately 17 curb miles of Central Business District streets as shown on CBD maps, posted on the City's website here:

<http://rockfordil.gov/finance/central-services-division/purchasing/open-bidsrfps.aspx>

These streets shall be swept approximately sixteen (16) times per year between the hours of 11:00 PM and 7 AM from April 1 thru November 30 (weather permitting); however the exact dates of each sweeping cycle shall be coordinated with and approved by the Street Superintendent. This sweeping will be paid for on a per cycle basis, as shown on the bid sheet.

### 3.3 Arterial Street Sweeping. The City has approximately 230 curb miles of arterial streets as shown on arterial maps posted on the City's website here:

<http://rockfordil.gov/finance/central-services-division/purchasing/open-bidsrfps.aspx>

These streets, and any raised medians, shall be swept three (3) times per year. Sweeping cycles shall be tentatively scheduled for the spring (April 1 – May 30), summer (June 1 – August 31), and fall (September 1 – November 30); however the exact dates of each sweeping cycle shall be coordinated with and approved by the Street Superintendent. This sweeping will be paid for on a per cycle basis, as shown on the bid sheet.

### 3.4 Residential and Collector Streets. All streets not defined as central business district or arterials are considered residential or collector streets. This category includes islands, cul-de-sacs, and dead ends). These streets total approximately 980 curb miles and shall be swept two (2) times per year. Sweeping cycles shall tentatively be scheduled for spring (April 1 – May 31) and fall (September 1 – November 30). Exact dates shall be coordinated with and approved by the Street Superintendent. This sweeping will be paid for on a per cycle basis, as shown on the bid sheet. Additional residential sweeping will be provided at the same price as requested by the City.

### 3.5 Municipal Parking Lots. The City owns 38 municipal parking lots as shown on the parking lot maps posted on the City's website here:

<http://rockfordil.gov/finance/central-services-division/purchasing/open-bidsrfps.aspx>

All paved surfaces, including aprons, curbs, gutters, and adjacent sidewalks shall be swept. All debris collected in corners not accessible to sweeping machines shall be removed from corners by the vendor's personnel so as to be accessible for machines. Lots are to be swept once per month from April to November (weather permitting); exact dates shall be coordinated with and approved by the Streets Superintendent. Lot sweepings will be paid for on a per cycle basis, as shown on the bid sheet.

- 3.6 Special Request Sweeping. At the request of the City, the vendor shall provide sweeping services for special events (i.e. parades, marathons, festivals). Special request sweepings will be scheduled in advance with the vendor by the Street Superintendent or his designee. The vendor will be paid on a per hour basis, with travel time to and from the sweeping site considered incidental to the contract and performed at no additional cost to the City.
- 3.7 Emergency Sweeping. The vendor shall provide emergency response sweeping service for material spills, vehicle accidents, or other emergencies designated by the City that would fall outside of the normal sweeping schedule. If these services are required, the vendor shall respond and begin sweeping within two (2) hours of notification from the City. The vendor shall be paid on a per hour basis with a two (2) hour minimum, excluding travel time as indicated in section 4.6.
- 3.8 Quantities. The quantities provided are estimates only. The City reserves the right to add or delete quantities to the contract without changes in unit prices from the contractor.
- 3.9 Collection of Debris.  
Collection of debris is defined as the satisfactory removal of all sand, stone, glass, debris, refuse, dirt, leaves and other similar materials which may be accumulated on the entire width of roadway and/or parking areas described as the designated area to be cleaned. All storm water inlets shall be cleared of all debris. Upon the completion of any street sweeping assigned, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Street Superintendent or his designated representative. The City will be the sole determiner of satisfactory removal.
- 3.10 Disposal of Debris: The City requires the Contractor to dispose of all debris collected through the Contractor's operation at a State licensed and permitted sanitary landfill.
- 3.11 Sweeping Procedures
- 3.11.1 Direction of Operation – On all streets and to the greatest extent possible in parking lots, cleaning equipment will travel in the same direction as traffic.
- 3.11.2 Hours of Operation – Arterial and residential street sweeping shall be performed between the hours of 7:00 AM and 5:00 PM. Central Business District and City Parking Lots shall be swept between the hours of 11:00 PM and 7:00 AM. Special Request and Emergency sweeping shall be performed at the request of the Street Superintendent who will specify dates & times that work is to be performed.
- 3.11.3 24 Hour Availability – The contractor shall provide a telephone number to a person the City may call at any time for special or emergency services.
- 3.11.4 Speed Limit – Sweeping operations will be performed at a minimum speed of three (3) miles per hour (unless area is heavily soiled) and a maximum of six (6) miles per hour.
- 3.11.5 Public Safety – All sweeping equipment shall be fitted with an approved yellow safety flasher light or rotating beacon, and a directional arrow board which is functioning at all times of operation and is D.O.T. compliant. The contractor will perform all work in a manner that minimizes road hazards to the public. The contractor will take measures to prevent air pollution from excessive dust and slippery conditions from excessive water on the pavement.
- 3.11.6 Protection of Property – All reasonable precautions will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the Public Works Department determines the contractor has unnecessarily damaged

or destroyed property, it shall be repaired or replaced to the satisfaction of the City at the contractor's expense.

3.11.7 Accident Reporting – All accidents occurring on the job which damages public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Department of Public Works Street Superintendent or his designee.

3.11.8 Water Supply – The City shall be responsible for all cost of water for the sweeping operation; however the contractor must draw water thru a meter provided by the City and only from designated hydrants. The contractor shall acquire all necessary permits and is responsible for the cost of the meter deposit. The City of Rockford Water Division will provide a written protocol for hydrant connections and proper operation of said hydrants so as to minimize any detrimental effects to the City water supply or its infrastructure. Any costs incurred due to damage to hydrants or water mains caused by failure to follow this protocol shall be the responsibility of the contractor.

### 3.12 Sweeping Equipment

The contractor shall provide and maintain sufficient equipment to satisfactorily meet various cleaning cycles. At minimum, the contractor must own or lease five (5) vacuum and two (2) mechanical type sweepers. Vacuum sweepers shall be the primary units used; however in special circumstances the City may require a mechanical unit to be used. In this instance, the City would provide the contractor at least 48 hours notice for non-emergency sweeping.

3.12.1 Mechanical failure - It is the responsibility of the vendor to immediately notify the respective City Representative of any mechanical failures or any other circumstance that may delay or prevent the vendor from completing the work as scheduled. In the event of equipment failure, the Contractor must be able to provide a similar unit within 48 hours at no additional charge to the City.

3.12.2 Cell phone - Each sweeper unit must be equipped with a cell phone for purposes of contact with City representatives. The cell phone will be incidental to the contract and furnished by the contractor.

3.12.3 Vehicle locator - The City shall furnish an automatic vehicle locator system (AVL) for each unit which shall remain the property of the City. The unit(s) will be returned to the City in good working condition at the end of each season. It will be the contractor's responsibility to provide a power connection for the AVL unit. All AVL units shall be on and operational without exception while sweeping City streets.

3.12.4 Certification of equipment - All sweepers are required to be in good working order. All vehicles must be outfitted with backflow prevention devices or an air gap of one-inch (1") minimum must be maintained between the full level of the water tank and the fill tube. A current certification of testing or a visual inspection of the air gap must be on file for each machine before those machines are allowed to connect to the City of Rockford water supply. It is the responsibility of the contractor to pay all costs required for maintaining a current certification for each machine.

3.12.5 Vacuum unit minimums - Vacuum units must have a suction of not less than 8000 cfm and a hopper capacity of 5 cubic yards or greater. The vacuum units must have functioning gutter brooms mounted on both sides of the unit and the ability to sweep from either side. It is preferable that both gutter brooms be able to operate simultaneously. The unit must be able to adequately sweep a minimum of 6 feet wide in one pass. 7 to 8 feet is preferable.

3.12.6 Mechanical unit minimums - Mechanical sweepers must have a 4 cubic yard hopper capacity or greater and must have gutter brooms mounted on both sides and the ability to sweep from either side as well as both gutter brooms being able to operate simultaneously. The main broom is to be a minimum of 58 inches wide. The mechanical sweeper must be able to adequately clean a minimum 8 foot wide path in one pass.

3.12.7 Vehicle signage - While sweeping for the City of Rockford, all units will display signs approximately 18" high and 36" wide on the left, right, and rear of the sweeper. These signs will identify the unit as operating under contract to the City of Rockford and display the City logo. These magnetic mounted signs will be furnished to the Contractor at no charge for the first set. Replacements will be charged to the Contractor.

### 3.13 Progress Reporting / Inspection

The City will provide detailed maps to the Contractor of all locations under this contract noting streets as either arterial, collector or residential. A general map of the City streets, boundaries, etc. is enclosed as an attachment.

The Contractor will be required to maintain and keep adequate records at all times on each day's work to track progress. Progress sheets, including equipment breakdowns, shall be turned in daily to the Department of Public Works Street Supervisor or their designee. These sheets, which must be turned in at the end of each shift, must advise the City which streets were completed, the number of actual curb line sweeping miles completed, the number of loads of debris, and the amount of water used. In addition, the Contractor shall call in at the beginning of the sweeping shift to the City of Rockford Street Division @ 815 987-5763. The City Supervisor will inspect the work the same day. Anything not swept to the City's satisfaction will be re-swept by the Contractor the following day at no additional cost to the City. The City will expect approximately 3.7 curb line miles of sweeping per hour as a guideline.

3.14 Payment

The Contractor shall invoice the City on a monthly basis for work already performed and satisfactorily inspected. Time lost due to any equipment breakdowns will not be paid for by the City. All invoice amounts will be at the agreed upon pricing set forth in the Bidder's proposal. All invoices will be reviewed and paid in accordance with the IL Prompt Payment Act. Any adjustments required will be made by the City and forwarded to the Contractor at the time of payment.

Invoices shall be sent to the following address:

City of Rockford Street Division  
523 S. Central Ave.  
Rockford IL 61102

3.15 Scheduling. All sweeping operations will be performed in accordance with the schedule provided by the City Street Division Supervisor. The City will provide a 48 hour notice of any schedule changes (except emergency sweeping as required).

3.16 Liquidated Damages. The Vendor is responsible to provide acceptable street sweeping services as outlined in section 4.0. If the Vendor fails to effectively provide these services based on the observance of the Designated City of Rockford representative or his designee, the City will notify him of default. In the event of default, the City will either use City staff or a third party to complete clean-up and bill the contractor for the additional expense. The City will withhold payment on invoices due if bills are not promptly paid.

**Street Sweeping  
Bid No.: 811-PW-095**

We bid as follows:

ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Central Business District	Cycle	16		
Arterial Streets	Cycle	3	\$	\$
Residential and Collector Streets	Cycle	2	\$	\$
Municipal Parking Lots	Cycle	8	\$	\$
Special Request Sweepings	Hour	40	\$	\$
Emergency Sweepings	Hour	40	\$	\$
<b>TOTAL BID, ALL SERVICES</b>				\$

Contact person name/title: \_\_\_\_\_  
 Office phone number: \_\_\_\_\_  
 Alternate phone number: \_\_\_\_\_  
 Email/Fax: \_\_\_\_\_

\_\_\_\_\_  
Person, Vendor or Corporation

\_\_\_\_\_  
Authorized Signature and Title