VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"



Request for Proposals

Snow & Ice Control Services

200 N. Hill Street, P.O. Box 1, Poplar Grove, IL 61065

Phone: (815) 765-3201 - Fax: (815) 765-3571

www.villageofpoplargrove.com

Bid Due by: July 31, 2020 12:00PM

BIDDING GENERAL CONDITIONS

Pricing. The bidder shall insert price for all bid items as requested. All specifications shall be priced as the full and delivered cost to the Village of Poplar Grove.

Prompt Payment. The Village of Poplar Grove intends to comply with the Governmental Prompt Payment Act. The supplier will be paid upon submission of invoices to: Village of Poplar Grove, PO Box 1, Poplar Grove, IL 61065.

Legal Compliance. The successful bidder will comply with all Federal, State, County, and Village laws, ordinances, rules and regulations that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of the bidder will in no way be cause for release of this obligation. If the Village becomes aware of violations of any laws on the part of the bidder, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Non-Discrimination. The bidder shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the bidder shall comply with the Public Works Employment Discrimination Act (775 ILCD 10/0.01 et seq.) as amended.

Legal Requirements. The successful bidder will enter into a separate contract with the Village, setting forth the specific terms and conditions of the services provided, which terms and conditions, at a minimum will include the provisions and requirements of this RFP.

Safety. Prevention of accidents shall be the responsibility of the bidder and its subcontractors, agents, and employees. The bidder, its subcontractors, agents, and employees shall be fully and solely responsible for the jobsite safety at the project. The bidder shall have exclusive direct control over and charge of 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 bidder.

OSHA Requirements. The Occupational Safety and Health Act of 1970 ("OSHA") "guarantees workers the right to a safe and healthful workplace." Under Section 5(a)(1) of OSHA, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the Village must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the Village of Poplar Grove must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

Control of the Work. The Village shall not be responsible for the bidder's failure to carry out the work in accordance with the terms and conditions on any agreement related to the services provided under this RFP. At all times bidder shall be an independent contractor and in no way will be construed as an employee of the Village.

Performance Bond. The successful bidder shall furnish a performance bond equal to the amount equal to 120% of the total anticipated contract amount, within 14 days after notification of the 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 Village as liquidated damages and not as a penalty.

Taxes. No charge will be allowed for taxes. The Village of Poplar Grove is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

Subcontracting. The bidder shall provide information for all subcontractors and suppliers and all other information as requested.

Termination of Contract. The Village of Poplar Grove reserves the right to terminate the contract in its entirety or in portions, with or without cause upon 30 days written notice to the contractor.

Bid Rejection. The Village of Poplar Grove reserves the right to reject and or all bids at any time for any reason or no reason.

Prevailing Wage. When required by Illinois Statutes, Prevailing Wages as found by the Illinois Department of Labor shall be paid to laborers, workman and mechanics performing work under this contract.

Indemnification. To the fullest extent of the law, the bidder shall indemnify and hold harmless the Village, its officers, representatives, elected and appointed officials, and employees from and against all claims, damages, losses and expenses related to the work performed under this RFP.

REQUEST FOR PROPOSAL

The Village of Poplar Grove is seeking quotes for a snow and ice control service contract for the 2020-2021season. The Village would consider an extension of a contract if proposed.

This contract will be for snow and (salt) ice control support services.

Name of Contractor:					
Address:	City:	State:	Zip:		
Phone:		Fax:			
Email:					

Proposals Due by: July 31, 2020 12:00PM

Any questions or comments regarding this proposal may be sent to MHilden@villageofpoplargrove.com

PLEASE MARK THE RETURN SEALED ENVELOPE

Along with your return address please label and return your proposal as indicated below.

Attn: Mitch Hilden, Director of Public Works
Snow & Ice Control Services
200 N. Hill Street
Poplar Grove, IL 61065

CONTRACTUAL SERVICES FOR SNOW AND ICE CONTROL

GENERAL SCOPE

The minimum work assignment includes all labor and equipment necessary to complete a plowing route, ice control or snow haul operation as defined in this proposal. This contract shall not prevent the Village from modifying snow plow routes, contracting for other labor and equipment, reassigning equipment, or utilizing any combination of Village forces to meet the needs of the public and maximize the efficiency of the snow plowing/removal operations. Snowplowing/Removal services under this contract shall be on an "As Needed" basis. Consequently, there shall be no guarantee of a minimum number of times services shall be required.

GENERAL REQUIREMENTS

<u>Contractor Qualifications</u>. Eligible bidders are those capable of providing the types of plowing/snow removal and ice control services specified. Bidders must also meet the minimum equipment requirements to provide adequate service.

Equipment Qualifications. Eligible bidders are allowed to provide both owned and/or leased equipment for this bid specification. The bidder shall also indicate on the equipment form whether the equipment is owned or leased.

<u>Insurance Requirements.</u> Upon execution of the contract, and prior to the bidder commencing any work or services with regard to the project, the bidder shall carry and maintain commercial general liability insurance, umbrella insurance, and automobile liability insurance. The bidder shall provide the Village with a Certificate of Insurance and Additional Insured Endorsement, naming the Village as Additional Insured there under.

<u>Commercial General Liability.</u> The coverage available to the Village, as Additional Insured shall not be less than \$1 million each occurrence, \$2 million general aggregate.

<u>Umbrella Liability.</u> The coverage available to the Village, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million aggregate.

<u>Automobile Coverage</u>. The coverage available to the Village, as Additional Insured, shall be not less than \$300,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability.

Workers Compensation. Bidder shall maintain during the life of the contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work described herein. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

Basis of Award. The contract will be awarded to the lowest responsible and responsive bidder. The Village shall hold the successful bidder to bid pricing. Multiple awards may be at the discretion of the Village. All contractors under this contract must abide by all codes and regulations of the Village of Poplar Grove, including obtaining all required permits for all other work performed within the Village.

Exceptions. The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The Village will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

<u>Contract Length.</u> This contract shall start on October 31, 2020 and expire on <u>April 30, 2021</u>. The bidder shall have an opportunity to propose a contract extension for (2) years before the Board of Trustees.

<u>Contract Opt-Out.</u> The Contractor shall have the right to terminate or opt-out of his agreement with or without cause upon (60) sixty days written notice to the Village.

<u>Contact Person.</u> All questions regarding this specification are to be directed to Mitch Hilden, Director of Public Works at (815) 765-3201.

EQUIPMENT AND OPERATION REQUIREMENTS

The Village Public Works Director shall call out for service and personnel at least (1) hour in advance of when plowing operations are to be initiated. Plowing shall continue until completed or released.

It is the intent of the Village to use in-house manpower and resources, and partner with a service contractor in an effort to maintain a safe environment for our residents.

Typically, the contractor will be responsible for the 31 cul-de-sacs within the Village. In some instances, the contractor may be asked to assist with other streets and subdivisions routes. Exact routes will be determined during the pre-season meeting early in October.

Operations Requirement

The successful bidder/bidders shall have a person on call twenty-four (24) hours per day at the telephone number supplied in this proposal, during the snow season of October 31st thru April 30th. Contractor is required to have a supervisor or coordinator maintain communication with all personnel during an event in order to track completion.

Roadways shall be plowed from curb to curb and not prohibit the delivery of the mail by Postal employees. Snow shall not be deposited on street corners or at intersections. The Village Public Works Director shall provide details of snow disposal as needed.

Charges for "missed streets" shall include only the actual time spent plowing said streets, and will not include travel time to and from said streets.

Contractor must report equipment breakdowns immediately to the Village.

Payment

Payment shall be made for the actual hours worked plowing the specific routes. The bidder shall be paid a single hourly rate per category class of vehicle for work completed. There shall be no premium or differentials for overtime or holidays.

The contractor shall display a contractor name on each plow vehicle. Signs are to be displayed on each side of the contractor vehicle during snow operations. Failure to post required identification may result in no payment for those hours worked without signs posted.

The Contractor shall submit, within five (5) working days, a written report that lists the class of equipment, the starting time, and time completed. Said report will also indicate any damage done to

public or private property, as well as, time spent performing corrective plowing at no charge. From the time the contractor is contacted to the time the contractor completes operation the contractor is considered under contract to plow snow for the Village and contractor may not do other private or public work unless released by the Village.

THE VILLAGE OF POPLAR GROVE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

PROPOSAL FOR SERVICES Name of Contact: _____24 Hour Telephone Number: _____ EQUIPMENT LIST – PLEASE LIST ANY EQUIPMENT YOU HAVE IN THE CATEGORIES BELOW ALONG WITH THE INCLUSIVE HOURLY RATE. **CATEGORY A** (Single Axle Dump with Plow and Salter, Skid Loader, Tractor with Loader/Push Box, Other Equipment with Plow or Push Box, 3500 Truck with Salting Capabilities) Description and quantity of equipment available to be used: Unit Hourly Rate _____ (includes Labor & Equipment) **CATEGORY B** (3500 Truck or Smaller with Plow Only.) Description and quantity of equipment available to be used. Unit Hourly Rate _____ (includes Labor & Equipment) Company Name: Federal Tax ID Number:

Signature:				
C				
			8 Page	

Telephone Number:

Representative Name:

STATEMENT OF QUALIFICATIONS

Statement of Qualifications should include the municipalities or similar customers for which the bidder managed a snow and ice control operation for, names and phone numbers of the contact persons.

Contact Person & Number	Work Contracted	