



## 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 supplier 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 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 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 vendor and its subcontractors, agents, and employees. The vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The 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 vendor.
9. Control of the Work. With respect to the 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 vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the 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 vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the vendor. The vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

10. 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.

11. Performance Bond. When required by the specifications herein, the successful firm 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.

12. 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.

13. 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.

14. 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 successful firm 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.

15. 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 Contractor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the Contractor. Default is defined as failure of the Contractor 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.

16. 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 vendor at their request and expense.

17. 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.

18. Restrictive or Ambiguous Specifications. It is the responsibility of the prospective 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.

**19. 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 7 calendar days. A successful protest may result in the reversal of a previously awarded contract.**

20. 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.

21. 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.

22. 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.

23. 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 contractors 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. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors 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.

24. Certified Payroll. All Certified Payroll reports must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

25. Substance Abuse Prevention. When required by Illinois State Statutes, employers 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.

26. Apprenticeship Requirement. For construction contracts over \$50,000, contractors 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 contractor'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.

27. Indemnification. To the fullest extent permitted by law, the 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 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 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 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 vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

28. 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 firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- ❖ Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, 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).
- ❖ Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, 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).

- ❖ 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
- ❖ Workers Compensation. Contractor 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.
- ❖ 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. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

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 \_\_\_\_\_

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

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

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

Neither \_\_\_\_\_

(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 _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			

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 will provide for this contract.	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
<b>Name</b>	_____		<b>Y</b> <input type="checkbox"/> <b>N</b> <input type="checkbox"/>	<b>\$</b> _____	<b>%</b> _____
<i>Address</i>	_____				
<i>City, State</i>	_____				
<i>Contact</i>	_____				
<b>Name</b>	_____		<b>Y</b> <input type="checkbox"/> <b>N</b> <input type="checkbox"/>	<b>\$</b> _____	<b>%</b> _____
<i>Address</i>	_____				
<i>City, State</i>	_____				
<i>Contact</i>	_____				
<b>Name</b>	_____		<b>Y</b> <input type="checkbox"/> <b>N</b> <input type="checkbox"/>	<b>\$</b> _____	<b>%</b> _____
<i>Address</i>	_____				
<i>City, State</i>	_____				
<i>Contact</i>	_____				
<b>Name</b>	_____		<b>Y</b> <input type="checkbox"/> <b>N</b> <input type="checkbox"/>	<b>\$</b> _____	<b>%</b> _____
<i>Address</i>	_____				
<i>City, State</i>	_____				
<i>Contact</i>	_____				
<b>Name</b>	_____		<b>Y</b> <input type="checkbox"/> <b>N</b> <input type="checkbox"/>	<b>\$</b> _____	<b>%</b> _____
<i>Address</i>	_____				
<i>City, State</i>	_____				
<i>Contact</i>	_____				

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Greater RMAP Environmental-Education Network

## RFP No.: 410-PW-047

### 1.0 OVERVIEW OF SCOPE:

This Request for Proposals (RFP) is being issued by the Rockford Metropolitan Agency for Planning (RMAP) for the purpose of obtaining consultant services to prepare a multi-phased broad-planning approach ranging from linking national transportation and environmental issues to updating the Boone County – Winnebago County Regional Greenway Plan. The RMAP Metropolitan Planning Organization (MPO), like similar MPO's throughout the United States, is currently and will be facing new planning issues from both the federal administration and general public to develop a planning approach to enhance the public's understanding of transportation planning process. While current and past federal legislation has encouraged MPO's to develop strategies to include conservation in the overall transportation planning process, RMAP wants to expand its current planning attitude to reach out to non-traditional agencies and other community organizations.

Currently, the RMAP Long Range Transportation Plan (LRTP) serves as the principal document that addresses and links these local environmental – transportation issues. Also, several other RMAP documents have been adopted that serve as the current planning approach that meets Federal Highway Administration (FHWA) and Federal Transportation Administration (FTA) guidelines. When FHWA and FTA issued planning regulations on February 14, 2007 that required a more detailed policy approach to concentrate on the significance between biodiversity and other environmental impacts, RMAP's first planning product was to address from our March 2008 FHWA/FTA Certification review report comment that the "Rockford MPO shall amend the current LRTP to include a discussion on potential environmental mitigation activities at the policy and/or strategic level." One of the objectives of this study will be to use this RMAP discussion amendment to further explore the conflicts between transportation planning and environmental interests. The other two primary objectives will be to update the Boone County – Winnebago County Regional Greenway Plan and to develop an educational initiative that focuses on the environment by collaborating with the area's higher educational institutions. To address these current and future planning initiatives, RMAP is essentially packaging them into one overall theme entitled the Greater RMAP Environmental – Education Network (GREEN). From a planning perspective, this project wants to link all three of the phases proposed in this scope-of-work to foster an environmental – educational awareness so that citizens can be further informed to make decisions regarding their daily activities.

### 2.0 GENERAL REQUIREMENT

- 2.1 Vendor Qualifications. No contract shall be awarded except to responsible firms capable of providing the class of project described.
- 2.2 Pre-Proposal Conference. A pre-proposal conference will be held on Thursday – May 27, 2010, 9:30 a.m., at the RMAP office, 313 North Main Street, Rockford, Illinois 61101. While it is not mandatory for vendors to attend, it is recommended. Parking is available in the adjacent parking deck. Use the Main Street entrance, right across the street from the Coronado Theatre.

2.3 Evaluation of Proposals. An evaluation team using set criteria shall evaluate each proposal.

2.3.1 Evaluation Team. The evaluation team shall consist of staff from RMAP and other local agencies.

2.3.2 Evaluation Criteria. Proposals will be evaluated based on criteria outlined below. Each criterion is worth 25 points, for a total possible score of 100.

- Firm Experience
- Experience and education of personnel assigned to this project
- Previous work of similar nature
- GREEN Plan Proposal

2.3.3 Interview. Firms submitting responsible proposals may be required to make an oral presentation and respond to questions related to their qualifications and experience. The presentation by the proposing firm may be considered by the evaluation team in the determination of award.

### **3.0 SCOPE OF WORK:**

The objective of this study is to focus on improving and expanding on the transportation – environmental connection between the RMAP planning process and the public.

This is a brief description of the scope of work for this planning effort.

#### **PHASE 1: Updating the Greenway Map – 2011 Edition**

During the past thirteen years, several local agencies formed a cooperative effort to complete the Boone and Winnebago Regional Greenways Plan. In 1997, the Natural Land Institute led the area's first initiative to create a comprehensive tool for planning open space land acquisition, protection of natural areas, development of recreational trails and their location to the area's transportation system. A grant was awarded and ten local planning agencies worked together to produce a map of existing greenways, natural areas and trails and identify future land acquisition priorities.

In 2004 using the 1997 Greenways Plan as the foundation, twelve local agencies continued this cooperative effort to produce the area's second comprehensive tool for open space planning. Since that time, several of the local natural resources agencies have updated their internal planning documents and have continued to acquire additional natural areas. The Rockford MPO has been directly involved with the past two planning/mapping efforts. Because of RMAP's past involvement with the Greenway Plans/Maps, several of these organizations approached RMAP to ask for assistance in updating the plan/map once again.

The two previous Greenway plans have been used as an important guide to the acquisition, protection and prioritization of natural areas, and in meeting requirements for Illinois Department of Natural Resources (IDNR) grants and Illinois Clean Energy Community Foundation grants. The Greenways Plan map has been very popular with individuals and other organizations who are interested in locating and utilizing parks, open space, natural areas, and off-street paths and trails. It has also been included in the RMAP Long Range Transportation Plan and several county and municipal land use plans.

Essentially, the main reasons for updating and creating the third-version of this Greenway Map, are that:

1. Winnebago County completed a detailed natural resources inventory for the county;
2. the Illinois Natural History Survey is currently updating the Illinois Natural Areas Inventory;
3. several important natural areas have been acquired or protected with conservation agreements;
4. additional parkland property has been acquired; and
5. the newly adopted Winnebago County Land Resources Management Plan has incorporated a number of policies to protect natural resources, wildlife and natural areas, including policies to encourage compact and contiguous growth to reduce sprawling development and unnecessary travel.
6. Revision the acquisitions priorities.

The new natural resources information and land use policies will be used in the update of the 2010 Regional Greenway Plan.

In addition, State funding cuts for natural areas and open space acquisition has shifted the use of federal grants tied to implementation of the State Wildlife Action Plan (SWAP). The SWAP identified three Conservation Opportunity Areas (COA) in Winnebago and Boone counties; along the Sugar, Pecatonica, Rock and Kishwaukee rivers. The COA's closely follow the priority areas for acquisition identified in the Greenways Plan, but updates of the plan are needed to incorporate the goals of the SWAP.

Included in the response back to this request for proposal, the consultant shall include an approach to update the Greenway Plan for Boone County and Winnebago County. As previously mentioned, the last version of this mapping project was done in GIS format, which created existing data layers and files. Therefore, the first step will be to review these layers that will be made available to the selected company. After this review, the consultant will update existing and create new data layers and files in GIS format to complete the 2010 version. The specific data layers will be produced in GIS format with existing WinGIS (Winnebago County Geographic Information System) plat and topography data and Illinois Department of Natural Resource (INDR) natural resource data. Some of the additional natural resource data might be available from the Kishwaukee Ecosystem Partnership, Winnebago County Natural Area Resource Inventory (completed in 2008) and other available data files. The final GIS project must be NAD 1983 State Plane Illinois West Feet coordinate system.

The development of this mapping effort is the important task in this first phase. Listed below are options that the consultant must consider, evaluate and include in their response to prepare and complete this mapping product. However, if there are other options available, the consultant may also include them in their submittal.

- Option 1: Principal consultant staff;
- Option 2: Principal consultant sub-contracts with another company and/or person(s);
- Option 3: Contracting/working with Northern Illinois University Cartography Lab / Governmental Service Center;
- Option 4: Contracting/working with the Boone County GIS Department;

- Option 5: One of the options being considered by RMAP is to contract this phase of the planning project by itself. The consultant is encouraged to express their opinion on this possible approach; and
- Option 6: Other options that could be use to develop the GIS layers and files to complete this mapping and planning document.

In addition to the mapping effort, the first phase must include a written report describing the importance of greenways and strategies to encourage environmental and sustainable growth concepts throughout the RMAP area. Specifically, the report should discuss good planning approaches that will protect the environment, promote equitable development and help to address the challenges of climate change.

Strategies that the report should explore and elaborate upon should be a coordinated effort that would enhance livability of neighborhoods, balance development pressure with infill development, promote agricultural economy, reduces green house gas emissions, advocates transportation options that would increase other modes rather than the private automobile (i.e., reduces single-occupant-vehicle trips), conserves natural resources and rejuvenates historical economic centers. Part of the framework for this report should integrate good planning steps that include the linkages between transportation, land use, education, housing economic development, human capital development and human services. One of the possible methods to display this information will be the creation of livability measures and tools by a type of chart, matrix or other method that can be shown to the public and decision makers indicating the progress in those selected categories. In summary, this report should provide the steps of "GREENING" RMAP and its surrounding environs.

## **PHASE 2: RMAP's CURRENT PLANNING EFFORTS**

A new emphasis on climate change and the causal relationship to land use and transportation puts MPOs in a leadership position to examine the links and to facilitate open discussions at the local/regional level to address these issues. In the past several years, numerous national documents have been published, showcasing a wide assortment of strategies that could be incorporated into our local and regional planning documents and processes.

This task essentially would be an assessment of the overall national objectives on this subject and examination of RMAP's planning documents and processes. The consultant would determine a framework for conducting a diligent planning analysis on the impacts that transportation might have on the global climate within the RMAP area. The primary existing planning documents are:

1. Long Range Transportation Plan (LRTP),
2. RMAP Bicycle & Pedestrian Plan,
3. Management & Operations (M&O) Plan, and
4. Linking Transportation and Environmental Planning Framework. Further exploring one of SAFETEA-LU's provisions that MPO's begin the 3-C process to address the conflicts between transportation planning and environmental interests. One of RMAP's planning amendments last year pertained to this issue (web link: [http://www.rmapil.org/assets/documents/regional\\_envirn\\_mitg.pdf](http://www.rmapil.org/assets/documents/regional_envirn_mitg.pdf))

Four years ago RMAP finished its Bicycle & Pedestrian Plan (as part of the LRTP) which received an award from the Illinois Chapter of the American Planning Association. From this plan, several pedestrian improvements have been constructed and an on-street bicycle facilities program has been started by the City of Rockford.

Also, the consultant would review two planning initiatives completed several years ago for the RMAP area and surrounding environs. The first is a document titled "PRINCIPLES OF BALANCED GROWTH: Winnebago County Balance Growth Initiative." The second document, "ROCK RIVER VALLEY 'GREEN COMMUNITIES'" publication was made possible by a "Green Communities" grant from the Illinois Environmental Protection Agency.

Many of the land use/smart growth strategies documented in national literature on land use controls have already been added to several of the local municipal land use development codes.

RMAP seeks a comprehensive approach that addresses multi-issues. Accordingly, the use of IDOT's Context Sensitive Solutions (CSS) process would be required and serve as the foundation to encourage dialogues and discussions with community groups, organizations and individuals. Based upon these reviews and discussions with key stakeholders in the region, the selected consultant would develop a report listing the findings of the strengths and weaknesses of RMAP's current planning documents. From this report, strategies based upon our local geography and other related factors would be recommended to address all findings and comments resulting from this phase in this study.

### **PHASE 3: CREATING AN ENVIRONMENTAL - EDUCATION DIALOGUE**

Based upon the findings and recommendations in Phase 2 and using RMAP's environmental and transportation planning framework as the beginning point, RMAP will further develop an action agenda for the planning area and surrounding region. This would primarily use the planning guidelines stemming from the Federal Highway Administration and Federal Transit Administration along with other related information and experiences the selected consultant has acquired or possesses. For this phase, RMAP will be reaching out to Rock Valley College, Rockford College, University of Illinois – Rockford School of Medicine and Northern Illinois University to use their resources to foster an educational effort directed toward community organizations and citizens, primarily on environmental matters and livability. This effort would start a formal relationship between our colleges/universities and the RMAP MPO transportation planning process. From a planning perspective, we have historically underutilized our local colleges as a resource tool. This is a good time and topic with which to change that trend. This would be the educational network approach for this planning initiative.

As described in the RMAP discussion on linking transportation and environmental planning, one of the approaches is to have regular conversations with non-traditional organizations that are not normally involved in the MPO planning process. Over the past several years, RMAP staff has continued to have discussions with these groups and organizations on an irregular basis, but that effort needs to be expanded to include our educational institutions in the RMAP area on a more formal and regular platform.

### **SUMMARY**

From this three-phase approach, it is the vision that this planning process would (1) continue the network of discussions with land-based environmental organizations (primarily those agencies which own environmental parkland and sensitive areas) and higher-level educational institutions to take an active role in RMAP planning activities that would also provide an updated planning tool that documents environmentally-sensitive areas and (2) enhance the

decision-making process that could improve trip-making decisions by our citizens, thus reducing single-occupant vehicles (SOV) and vehicle miles of travel (VMT). Essentially, this initiative would apply the MPO 3-C planning approach to this highly public issue.

#### **FINAL PRODUCTS:**

**PHASE 1** – A Greenway Plan for Boone County and Winnebago County, completed in GIS database of plat, topography, land cover and natural resource information. The final mapping product should be delivered in GIS data base with files and layers and also in a format that can be ready for printing. One of the objectives of mapping effort will be that the public should have the availability to have access to the WinGIS data files and layers. The consultant will also develop a supporting document explaining the importance of greenways and strategies to encourage environmental and sustainable growth concepts throughout the RMAP area. In summary, the final product for this first phase will be:

1. The Greenway Map data base, developed in GIS with new data files and layers;
2. The Greenway Map in a format that will be ready for printing; and
3. A final report which will include, in short, the linkage between preservation of environmental sensitive areas and good management of growth.

**PHASE 2** – A written document which examines the current RMAP above-mentioned plans explaining the strengths and/or weaknesses of each of these documents as it pertains to anticipate changes in federal legislation for MPO's planning products that address climate change and other related factors. The United States Environmental Protection Agency (EPA) and the Federal Highway Administration (FHWA) have developed web-sites (@ <http://www.epa.gov/partners/programs/index.htm#global> and @ <http://www.fhwa.dot.gov/hep/climate/index.htm>) that discuss some of these issues that should be considered. Included in this report, the consultant will then develop an outline and a report discussing what measures RMAP must undertake and address to ensure full federal certification of our transportation planning process.

**PHASE 3** – A written approach to starting and continuing a collaborative dialogue on the environment and education involving several of the area's higher educational institutions like Rock Valley College, Rockford College, University of Illinois – School of Medicine and Northern Illinois University. Other colleges/universities could also be included in this planning approach if deemed necessary. One of the objectives is to foster an educational effort directed toward community organizations and citizens, primarily on environmental matters and livability.

#### **PROJECTED TIME SCHEDULE:**

Pre-Proposal Conference Meeting (see section 2.2) @:	Thursday – May 27, 2010
Proposals Opening (see information below):	Thursday – June 10, 2010
Interviews of Selected Firms:	July 6 - 9, 2010
Selection of chosen consultant and contract development:	July 12 - 23, 2010
Projected Initiation:	July 28, 2010
Press Conference and Presentation of 2011 Greenway Plan & Map:	April 22, 2011
Projected completion date:	June 15, 2011

## **REQUEST FOR PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals shall be delivered on or before **11:00 a.m.**, local Rockford time on June 10, 2010, for consulting services related to the “**Greater RMAP Environmental – Education Network (GREEN)**” as outlined in the scope of services contained herein.

Your Proposal is to be delivered in sealed envelopes marked with the project name(s) to the Central Services Manager for the City of Rockford, 4th Floor, City Hall, 425 East State Street Rockford, IL 61104.

The specified project and description is presented within this document. The described project should be reviewed and five (5) written copies and one CD-ROM of the proposal submitted.

At a minimum, the proposal should include:

- ♦ The name or names of individuals in the firm who will be assigned key project responsibilities with particular attention to the qualifications, competence and past performance as related to this specific project.
- ♦ Education, experience or expertise of those individuals noted above that will be involved with the management and completion of the project. The project manager should be identified within the proposal.
- ♦ The firm's general experience, ability and history of performance of projects similar to the one under consideration.
- ♦ Availability of adequate personnel, equipment and facilities to complete the work in the required time.
- ♦ Statement of Project Understanding. This item should include the firm's approach to the overall project (i.e. scope of work), and the understanding of the planning, economic development, design, funding and implementation issues.
- ♦ The present workload and present and future commitments of available personnel, particularly those key persons expected to be assigned to the Project.
- ♦ A specific project schedule that provides a breakdown of milestone dates for project completion based on the timeframe shown in the previous section of this document.
  
- ♦ The following format should be used for the assembly of the Proposal document:
  - Cover Sheet
  - Cover Letter
  - Statement of Project Understanding
  - Identification of Key Personnel
  - Descriptions of past projects of similar size and scope
  - Highlight specific experience
  - Provide examples of previous plans completed by your firm
  - Schedule, with milestone dates
  - Hourly Rates / General Conditions
  - Statement of Workload / IDOT Prequalification Letter
  
- ♦ All pages should be bound into the Proposal document.

**CONTACT:**

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