



## 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)

# **SOUTH MAIN STREET / IL RTE 2 (SM2) CORRIDOR PLAN**

**RFP No.: 410-PW-048**

## **OVERVIEW OF STUDY AREA**

This Request For Proposal (RFP) is being issued by the City of Rockford for the purpose of obtaining consultant services to prepare a comprehensive transportation analysis and consensus-based economic development strategy for the revitalization of the South Main Street/IL Route 2 (SM2) Corridor located in the near southwest side of the city. The corridor includes several distinctive components ranging from the edge of the downtown River District (RD) to the Chicago Rockford International Airport (CRIA). A combination of disinvestment in the area immediately south of the RD to an industrial park just north of the IL 2 and U.S. 20 interchange, overall property decline, current and projected traffic concerns and a lack of overall financial investment within the overall corridor has resulted in a major transportation facility in the Rockford Metro Area that is in a significant state of neglect.

## **TRANSPORTATION BACKGROUND**

Transportation, redevelopment and access to other regional arterial roads along the South Main corridor are the major issues that this study will address. Since this corridor parallels the Rock River, east-west access locations for South Main Street usually include a bridge crossing the Rock River to the east and an arterial roadway continuing to the west. For example,

- Belt Line Road Bridge at the CRIA,
- U.S. 20 (Bypass),
- Harrison Avenue, which is part of the Metro Area Ring Road system,
- 15<sup>th</sup> Avenue, and
- Morgan Street, which is part of a RD loop circulation system.
- Chestnut Street

For access to employment locations, schools, emergency services, and other economic opportunities, these major intersections with South Main Street will be evaluated to determine the current and projected level-of-service.

SM2 is also a bus route for Rockford Mass Transit District. Based upon recent Census information, population groups along this corridor demand good public transportation services.

To follow a complete street approach, bicycle and pedestrian facilities will be included in this planning evaluation.

## **CURRENT TRANSPORTATION PROJECTS & RECENT IMPROVEMENTS**

Over the past several years, transportation projects of significance either have been completed or the planning and engineering analysis have advanced to the stage that bid lettings should be occurring in the next year or two.

1. The intersection of South Main Street and Clifton Avenue was completely reconstructed by IDOT and the City of Rockford in 2007. Klehm Arboretum is adjacent to this intersection. Using this 120-acre parkland area and the Rock River as a theme for this area, IDOT and the City worked together to enhance the natural scenic area by acquiring additional property to

landscape this natural setting. As a result of these recent improvements, the public has seen a sample of the type of revitalization that represents the overall vision for the SM2 corridor.

2. The City of Rockford is virtually finished with its engineering analysis for the removal and reconstruction of the Morgan Street Bridge over the Rock River. The project limits for this project are from IL 251/Kishwaukee Street to the SM2 corridor. This improvement to the Morgan Street Bridge facility will allow for better travel movement between these two corridors.
3. Several years ago, the City of Rockford, Winnebago County and IDOT combined their financial highway resources to reconstruct a section of Harrison Avenue to address the projected traffic demands at the newly constructed Lowe's Regional Distribution Center, located about 1-mile west of the SM2 corridor.
4. Proposed Amtrak service to the City of Rockford. RMAP is currently having discussions with IDOT on restoring this service to the northwest region of Illinois. One of the area's passenger stations for this service will be located off of the SM2 corridor along the Canadian National railroad (which is just south of the RD). Planning for the impacts of such a station will be crucial to mitigate additional congestion and other concerns.

Clearly, steps have already been taken by IDOT and the City of Rockford that have laid the groundwork for this project. In addition to the above-mentioned projects, several sections of this corridor include TIF districts, a redevelopment planning area, the Enterprise Zone, or the new River Edge Redevelopment Zone. However, much remains to be done to return the corridor to its status as a vibrant part of the City.

### **STUDY APPROACH**

The City of Rockford seeks a comprehensive solution that addresses both land use and economic challenges facing the SM2 corridor. A multi-disciplined team is sought with expertise in the areas of transportation planning and engineering, market analysis, creative and practical economic problem solving, urban design, and use of IDOT's Context Sensitive Solutions (CSS) process.

The process used by the consultant must meet IDOT's Context Sensitive Solutions standards as outlined at <http://www.dot.state.il.us/css/home.html>. To that end, the consultant must work with at least two different groups during the plan process. City staff will work with the consultant in creating each of these groups.

- The **Project Study Group** functions as a steering committee and will have the most day-to-day contact with the consultant. It will consist of the consultant, internal staff from the City's Community Development and Public Works Departments, as well as representatives from RMAP (MPO for the Rockford Urbanized Area) and IDOT. Their roles include development of a stakeholder involvement plan, identification of one or more technical advisory groups, and oversight of the overall planning process.
- The **Technical Advisory Group(s)** function as focus groups for stakeholders. Their functions include working with the Project Study Group (PSG) by providing ideas and also analyzing alternatives generated by the PSG, serving as liaison between the PSG and a wider realm of stakeholders, and possibly by helping to conduct public meetings to establish consensus. The TAG will be lead by the City's Program Manager for this study. Included in this TAG will be representatives from a wide range of organizations active around the SM2 corridor. Over the past several years, there are several anchor institutions that have been proactive in discussing the future of South Main and the direction of the transportation improvement projects being

undertaken in the area. One organization, South West Ideas For Today and Tomorrow, Inc. (SWIFTT) has been a strong presence on the Southwest Side of Rockford for many years, and would be a key stakeholder and communication channel to strengthen the participation of planning discussions the consultant will organize. The Rock River Development Partnership (RRDP) is another important stakeholder group, and has brought together public and private leadership in a new way to enable Rockford to better plan and build its downtown riverfront and other core areas resulting in a growing, thriving and prosperous business and residential community in Rockford. The properties around the South Main railyards and the northern section of SM2 corridor are of particular interest to this partnership.

Additionally, there is a growing Hispanic population among the businesses and residential areas of the SM2 Corridor. Local organizers, city staff, and members of this community themselves have identified the importance and challenge of involving this community in putting together the vision for this corridor. Proposal candidates will be required to show demonstrated staff experience in Hispanic outreach and developing successful plans and economic revitalization strategies in Hispanic neighborhoods. During the length of their involvement in this project, the consultant will be required to provide all public communications and public documents in both English and Spanish.

## **REQUESTED CONSULTANT SERVICES**

### **STEP 1 –**

The consultant will determine and evaluate existing conditions throughout the Study Area, focusing primarily but not exclusively on visible elements – the physical environment, aesthetics and components of the right-of-way. This may entail looking into the impact of adjacent areas on the corridor itself and/or vice versa. Tasks in this section may be completed with a combination of text and graphics, including maps.

### **STEP 2 –**

The consultant will conduct a comprehensive *Real Estate Market Study* of the Study Area to document the state of the following markets (land uses) and to forecast future needs and potential: 1-residential, 2-retail, 3-office services, 4-light industrial, and 5-institutional uses. The study should present information about current market economics (vacancy rates, residential price points/unit types, commercial and industrial rents, etc.). Future needs and potential markets should be forecast for both 5- and 10-year periods. The consultant should also test revitalization concepts with the assumption that the market can be altered through significant improvements within the ROW and revitalization activities within the Study Area and adjacent areas, and include implementation strategies.

With the pending Amtrak service to/from and through the Rockford Urban area, the primary station of this renewed route will be located along the SM2 corridor where the CN railroad crosses South Main Street. In the immediate area surrounding this proposed site are several buildings/lots that the City wants to target for adaptive reuse and redevelopment. Specifically, these are:

1. Tapco Building,
2. Amerock Building,
3. Barber-Colman area, and
4. South Main Village Area
5. Davis Park

Generally speaking, these lie within a ½-mile of where the planned Amtrak train station will be located. The general area is between Montague Street and Cedar Street and the Rock River and Winnebago

Street adjacent to the SM2 corridor. City/RMAP staff and members of the TAG will provide additional information for specific area/locations for this target adaptive reuse and redevelopment analysis.

Realizing that the Study Area is not a monolithic entity, including historic residential neighborhoods, areas with multistory early 20<sup>th</sup>-century industrial buildings, a public housing development, small commercial areas, and, at its southern end, newer industrial development, the consultant may divide the Study Area into sub-areas as appropriate to generate the most meaningful information.

### **STEP 3 –**

Based upon a review and of current and projected land use plans for this corridor, the consultant will deliver a comprehensive, consensus-based **Revitalization Plan** for the corridor. Each element will document existing conditions and trends, and any relevant forecasts. Elements should be well illustrated and should incorporate best practices for urban design. The plan must integrate with the Real Estate Market Study mentioned in Step 2. Where appropriate, recommendations should be differentiated between the public realm and private property. This section should include the following components, at a minimum:

- a. Land Use Plan – Included in this phase of this study will be the basic elements of the area (but not limited to):
  - Existing land use
  - Future land use
  - Housing
  - Public facilities (schools, libraries, medical facilities)
  - Environment/Natural Hazards/Energy Efficiency
  - Infrastructure/Utilities (including pipelines and telecommunications)
  - Emergency Services (including police and fire stations)
  - Parks/Recreation/Open Spaces
  - Cultural Resources/Historical Preservation
  - Small Area Plans
  - Agricultural areas

Key to this strategy, the consultant will be required to review existing sign and zoning ordinances pertinent to the SM2 corridor, and offer detailed recommendations on revisions and changes to these land use regulations in order to successfully implement the overall land use strategy of this corridor.

- b. Economic Development Plan – Included in this phase will be strategies to address redevelopment and/or long-term management of the corridor by either a Business Improvement District or by other options. Some of tasks of this phase will be (but not limited to):
  - Identify economic opportunities consistent with the land use vision;
  - Assess the land use sites to ensure they can be economically viable and would be compatible within the transportation corridor;
  - Use or create a business development organization that will include active participation on the part of the City of Rockford, Winnebago County, local businesses, community-based organizations, schools and citizens.

- c. Implementation Strategy – This section will serve as a cross-reference blueprint to guide implementation over the next five to twenty years. Strategies and opportunities to fund the various improvements recommended in the plan are summarized in this section. This includes funding of transportation and infrastructure improvements, as well as gateway and landscape enhancements, and operational/maintenance funds. Additional funding strategies should be considered that provide incentives for redeveloping existing sites. The consultant shall develop a corridor guide using the following incremental time blocks:
- 2010 to 2015
  - 2015 to 2020
  - 2020 to 2025
  - 2025 to 2030
  - Beyond 2030

#### **STEP 4 –**

Based upon the components of the *Revitalization Plan* and the *Real Estate Market Study*, the consultant will also present a detailed *SM2 Transportation Plan* that shall incorporate all modes of transportation.

#### **Roadway**

The major emphasis in this phase will be the review of existing roadway standards, categories and cross-sections. This review and analysis should include, but not be limited to, issues such as accident locations, environmental concerns, and impacts to the current and planned land uses and human environment. With regards to the above-mentioned *Revitalization Plan* and the *Real Estate Market Study*, determining the level-of-service shall be one of the analysis tools used to evaluate changes over the different time periods as outlined above. Additional analysis about traffic signals spacing, use of medians, access controls, right-of-ways needs/requirements and travel demand management will be required. One of the issues that the plan shall include is the consideration of traffic calming elements to be integrated into the overall land use element of this plan.

#### **Transit**

Currently, the Rockford Mass Transit District (RMTD) does have a route on SM2. Accordingly, the consultant shall provide an analysis of how to enhance transit operations in this corridor and to review other transit connections to the planned commuter rail service to the RMAP area.

#### **Bicycle**

Recently, RMAP/RATS adopted a Bicycle / Pedestrian amendment to its Year 2035 Long-Range Transportation Plan (LRTP). Additionally, the City is assembling a 10-year Bicycle Plan to create a base system. This project shall review the MPO's LRTP and the City's draft plan to further identify new links that might possibility lead to the SM2 corridor, explain the significance of these new additions and prioritize bicycle route improvements. The future recommendations shall be based upon the four E's of bicycling: Education, Encouragement, Engineering and Enforcement. Consideration of the implementation of shared use paths and on-street bicycle lanes shall receive higher consideration.

Based upon the roadway analysis, a bicycle construction plan/schedule shall be prioritized. A phasing plan may be considered to accommodate future construction of projects at the time roadway projects are scheduled for improvements.

### **Pedestrian**

The pedestrian element's main objective will be to serve the different type of pedestrians in the SM2 corridor and surrounding communities. Safety, connectivity between uses, health and safe routes to school, school buses, RMTD routes and the regional Greenway Plan shall also be included.

The pedestrian element shall include short-term and long-term provisions and analyze the existing land use plan, policies and ordinances.

Based upon the roadway analysis, a sidewalk construction plan/schedule shall be prioritized. A phasing plan may be considered to accommodate future construction of projects at the time roadway projects are scheduled for improvements.

### **STEP 5 –**

At a minimum, the following items are to be delivered by the consultant for this contract. Unless otherwise specified, all documents are to be provided in digital form (PDF format):

- Stakeholder Improvement Plan
- Scope of the real estate market study submitted for approval prior to beginning work.
- Interim copies of the draft report and related documents for each consultant service, to be delivered in PDF format for posting and distribution.
- Summary notes, agendas and working documents for meetings of the Project Study Group and Technical Advisory Group(s), as well as for public workshops or open houses or other public forums.
- Publicity and outreach materials in sufficient quantity for public workshops or open houses.
- GIS mapping created by the consultant, graphics/renderings, PowerPoint presentations and all other graphically-related documents and files in digital forms. GIS mapping is to be done in ArcGIS 9.3.
- 25 copies of the final report in full color (8½" x 11" pages), and digital versions in Word and as a PDF file.

### **EXISTING PLANS AND DATA**

Currently, the City of Rockford has land use plans and other related documents that the selected consultant will be asked to review and incorporate into this analysis. Some of these plans and documents are found on the City's website at:

<http://www.rockfordil.gov/government/community/index.cfm>.

The Rock River Development Partnership has also been producing draft plans through its consultant-led process. Any existing documents will be made available to the selected consultant team, as well as available background information on the RRDP and its consultant partners.

Consultants working with the City have complimentary access to GIS data through WinGIS the local GIS consortium the City subscribes to. WinGIS data include aerial photography, oblique photography, parcel lines and parcel attributes such as ownership, assessed valuation and others. A complete list of available GIS data is at [www.wingis.org](http://www.wingis.org). Other data is kept in-house by the City of Rockford and is available upon request. This data can be provided through disc form or online.

The City also has access through our Property Acquisition Manager to the Multiple Listing Service (MLS) run by the Rockford Area Association of Realtors.

2008 traffic counts are located at the following IDOT website:  
<http://www.gettingaroundillinois.com/default.aspx?ql=aadt>.

In addition to this data, incident reports, and other transportation related data will be made available to the selected consultant from both the Rockford Metropolitan Agency on Planning and the City of Rockford Public Works Department.

### **REQUEST FOR PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals shall be delivered on or before **11:00 a.m.**, local Rockford time on **MAY 27, 2010**, for consulting services related to the “**South Main Street – IL 2 (SM2) Plan**” as outlined in the scope of services contained herein.

Your Proposal is to be delivered in sealed envelopes marked with the project name 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) copies and one (1) 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 document should not exceed thirty-five (35) single pages in length. **One side of each page counts as one page.**
- 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 Projects of Similar Size and Scope
  - Highlight specific experience with preparing similar corridor plans involving land use and economic development factors as well as elements of the right-of-way.
  - Provide examples of previous corridor plans completed by your firm. (These do not count against your 35-page limit; only two copies need to be included.)
  - Schedule (w/ Milestone Dates)
  - Hourly Rates / General Conditions
  - Statement of Workload / IDOT Prequalification Letter
- All pages should be bound into the Proposal document.

**CONTACT:**

Patrick Zuroske, Capital Program Manager  
City of Rockford, Department of Public Works  
425 East State Street, Rockford, IL 61104  
(815) 987-5570



Carrie Eklund  
Central Services Manager  
Finance Department

## **ADDENDUM TO REQUEST FOR PROPOSALS South Main / IL Rte 2 (SM2) Corridor Plan RFP NO.: 410-PW-048**

### **Addendum #1**

To: All Bidders:

After receiving questions from bidders we are providing additional information for clarity and context.

1. The Illinois State Department of Transportation is currently undergoing a Phase II Engineering Study for the SM2 Corridor. After Phase II engineering is completed, the roadway will be completely reconstructed and improved. Roadwork is set to begin by the end of 2011 and will proceed through 2013. The City anticipates communicating frequently with IDOT on the status of this project, and would request their involvement in a Technical Advisory Group as part of stakeholder involvement during the SM2 Corridor Plan process. Additional transportation analysis should enhance the State's plans for the road with landscaping and multimodal path recommendations, and contextualize the plans through analysis of East/West intersection and any other factors the consultants decide are significant to efficient, long-term use of this major improved arterial.
2. Proposed planning work must be completed by June 30, 2011 in adherence to the requirements of the funding source for this corridor planning contract. A schedule with milestone dates must propose benchmarks for completion of the study within this timeframe.
3. In regards to the requirements for "Hourly Rates / General Conditions" as part of the Submittal Requirements please refer to paragraph 31 of the General Bidding Conditions section that address the QBS approach to the process. Keep in mind that we are asking consultants / consultant teams to provide their qualifications, as well as specifics on how they would approach the project. This is not a cost based process. After proposals have been opened, a selection process will begin. We will interview those submitting the best proposals, then make a selection, then negotiate scope and cost. All contracts finalized by the City and the consultant team must have IDOT's concurrence. The Rockford MPO will seek this concurrence before the project can move forward.
4. The RFP seeks a consultant to put together a creative, interdisciplinary team that would best suit the scope of the project. It is the responsibility of the lead consultant to find, if necessary, subconsultants that will work well as a team with the lead to address the specialized areas of planning, analysis, and outreach discussed in the RFP document.
5. No further inquiries into this RFP will be addressed after 11:00am on Thursday, May 20<sup>th</sup> 2010.

6. Attached to this addendum are the list of consultants that were sent hard copies of this RFP. This RFP was also published through normal City of Rockford channels and posted on the APA's national website... [www.planning.org/consultants](http://www.planning.org/consultants).

All other portions remained unchanged.

**A copy of this addendum or a reference thereto must be included with your bid or the bid will not be read or considered.**

If you have any questions please contact the Central Services Division at (815)-987-5560.

DATED: May 17, 2010

FINANCE AND PERSONNEL COMMITTEE

Carrie Eklund  
Central Services Manager

**S. Main Street  
Corridor Planning  
RFP- Consultant List**

<b>Company</b>	<b>Address1</b>	<b>Address2</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
<b>AECOM USA, Inc.</b>	303 E. Wacker Dr.	Ste 600	Chicago	IL	60601	(312) 938-0300
<b>Artisan Civil</b>	3205 Corbridge Ln		Rockford	IL	61107	(815) 519-9645
<b>Camiros, Ltd</b>	411 S. Wells		Chicago	IL	60607	(312) 922-9211
<b>CEMCON, Ltd.</b>	2208 White Oak Circle	Ste 100	Aurora	IL	60502	(630) 862-2100
<b>DLK Civic Design</b>	The Fine Arts Building 410 S. Michigan Ave.	Ste 400	Chicago	IL	60605	(312) 322-0911
<b>Epstein</b>	600 W. Fulton St.		Chicago	IL	60661	(312) 429-8326
<b>ESI Consultants, Ltd</b>	1979 N. Mill St.	Ste 100	Naperville	IL	60563	(630) 420-1700
<b>Farr Associates</b>	The Monadnock Building 53 W. Jackson	Ste 650	Chicago	IL	60604	(312) 408-1661
<b>H.W. Lochner, Inc</b>	20 N. Wacker Dr.	Ste 1200	Chicago	IL	60606	(312) 372-3011
<b>Hitchcock Design Group</b>	221 W. Jefferson Ave.		Naperville	IL	60540	(630) 961-1787
<b>HNTB Corp.</b>	111 N. Canal St.	Ste 1250	Chicago	IL	60606	(312) 930-9119
<b>Houseal Lavigne Associates</b>	114 E. Van Buren Ave		Naperville	IL	60540	(630)305-0036
<b>Knight E/A Inc.</b>	221 N. LaSalle St	Ste 300	Chicago	IL	60601	(312)557-3381
<b>McDonough Associates, Inc</b>	130 E. Randolph St.	Ste 1000	Chicago	IL	60601	(312) 946-8600
<b>Sam Schwartz Engineering</b>	1700 W. Irving Park Rd	Ste 202	Chicago	IL	60613	(773) 305-0800
<b>Schreiber Anderson Associtates, Inc</b>	717 John Nolen Drive		Madison	WI	53713	(608) 255-0800
<b>SEC Group, Inc.</b>	420 N. Front Street	Ste 100	McHenry	IL	60050	(815) 385-1778
<b>SRF Consulting Group, Inc</b>	901 Deming Way,	Ste 302	Madison	WI	53717	(608) 829-0010
<b>Teska Associates</b>	627 Grove St.		Evanston	IL	60201	(847) 869-2015
<b>The Lakota Group</b>	212 W. Kinzie St	3rd Floor	Chicago	IL	60654	(312)467-5445
<b>TyLin International</b>	200 S. Wacker Dr.	Ste 1400	Chicago	IL	60606	(312) 777-2900
<b>Vandewalle &amp; Associates</b>	120 E. Lakeside St		Madison	WI	53715	(608) 255-3988
<b>Woolpert</b>	1815 S. Meyers Rd	Suite 120	Oakbrook Terrace	IL	60181	(630)495-3731
<b>Lannert Group</b>	215 Fulton Street		Geneva	IL	60134	(630) 208-8088

**S. Main Street  
Corridor Planning  
RFP- Consultant List**

<b>Company</b>	<b>Address1</b>	<b>Address2</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>
<b>HOK</b>	60 E. Van Buren St.	14th Floor	Chicago	IL	60605	(312) 782-1000
<b>Foth Infrastructure &amp; Environment, LLC</b>	1402 Pankratz Road	Ste 200	Madison	WI	53704	(608) 242-5900
<b>Urban Design Associates</b>	707 Grant Street	Gulf Tower, 31st Floor	Pittsburgh	PA	15219	(412) 263-5200
<b>Buckley Partners</b>	363 Financial Ct.		Rockford	IL	61107	
<b>Exodus Development Company, Inc</b>	53 W. Jackson Blvd	Ste 1519	Chicago	IL	60604	
<b>Planning Communities</b>	303 W. Adams		Chicago	IL	60606	
<b>Urban Analytics, Inc</b>	P.O. Box 877		Alexandria	VA	22313	
<b>Winston / Terrell Group</b>	1449 N. Pennsylvania St.		Indianapolis	IN	46202	
<b>NIU Center for Governmental Studies</b>	148 N. 3rd St		Dekalb	IL	60115	
<b>Vierbicher Associates</b>	999 Fourier Dr.	Ste 201	Madison	WI	53717	
<b>Bonestroo</b>	85 Revere Dr.	Ste H	Northbrook	IL	60062	



Carrie Eklund  
Central Services Manager  
Finance Department

## ADDENDUM TO REQUEST FOR PROPOSALS South Main / IL Rte 2 (SM2) Corridor Plan RFP NO.: 410-PW-048

### Addendum #2

To: All Bidders:

After receiving questions from bidders we are providing additional information for clarity and context.

1. Remove EEOs pages 1 – 5 and replace with the attached EEOs. Supplier and Sub-contractors forms are not required.
2. Page 8 - (7<sup>th</sup> bulleted item under second section): Delete this requirement: "Provide examples of previous corridor plans completed by your firm. (These do not count against your 35-page limit; only two copies need to be included.)"

Note:

It is expected your firm will provide project descriptions of previous corridor plans as requested by the 6<sup>th</sup> bulleted item above.

3. Response to General Question: Your firm may use dividers to segregate sections within the proposal document. The dividers will not count toward the 35-page limit.
4. Response to General Question: The required EEO forms count toward the 35-page limit.

All other portions remained unchanged.

**A copy of this addendum or a reference thereto must be included with your bid or the bid will not be read or considered.**

If you have any questions please contact the Central Services Division at (815)-987-5560.

DATED: May 18, 2010

FINANCE AND PERSONNEL COMMITTEE

Carrie Eklund  
Central Services Manager

## 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

**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, AND 5 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.

Authorized Signature
Title
Firm

Our firm is a:

Minority Business Enterprise	_____	City-Certified?	Yes	_____	No	_____
Women Business Enterprise	_____	City Certified?	Yes	_____	No	_____
Neither	_____					

(Revised 12/21/09)