



REQUEST FOR QUOTE

Snow Removal and De-icing Services

Public Work

Quote #2015-PW-001

City of Bloomington, Indiana

Board of Public Works

October 15, 2015

NOTICE OF QUOTE REQUEST

QUOTE #2015-PW-001

1.1 SCOPE OF QUOTE - The City of Bloomington Board of Public Works (hereinafter "City") is seeking quotes from qualified and experienced Contractors to provide snow plowing and de-icing of multiple parking garages and surface lots, sidewalks, pathways and walk paths. See **Attachment #1** for location listings.

1.2 RFQ TIMELINE

Name of the Quote:	Snow Removal and De-icing Services– RFQ#2015-PW-001
Date of Issuance:	Friday, October 15, 2015
Deadline for Affirmative Action Plan: <i>(Quotes over \$10,000)</i>	Tuesday, October 27, 2015 at 4:30 p.m. local time.
Deadline for Quote Submittal:	Wednesday, October 28, at 4:30 p.m. local time. Quotes submitted after 4:30 p.m. local time shall be considered late and will be returned unopened. Quote shall be submitted in a sealed envelope, identified on the outside with the words "SEALED QUOTE", the name of the Quote, and the Quote number.
Submit Quote to:	Board of Public Works 401 N Morton St., Ste. 120 Bloomington, IN 47404
Method of Submittal:	US Mail, Overnight Delivery, In Person, Electronic or Fax submissions are acceptable.
Opening of Quotes:	Quotes shall be opened and reviewed Thursday, October 29, 2015.
Award of Quote:	The award, if issued, may be made at the Board of Public Works meeting on Wednesday, November 4, 2015, at 5:30 p.m. local time in the Council Chambers of City Hall, 401 N. Morton Street, Bloomington, Indiana, or at a subsequent meeting.

SUBMIT QUESTIONS TO:

Contact Person, Title:	Julie Martindale, Purchasing Manager
E-mail Address:	martindj@bloomington.in.gov
Phone/Fax Numbers:	Phone: 812-349-3474; 812-349-3456

1.3 After the City has evaluated the quotes and determined whether or not to award the quote, a quote tabulation shall be sent to all Contractors who submitted a quote. Quote results shall not be given over the telephone or prior to City's determination. Quotes may be withdrawn any time prior to the scheduled deadline for receipt of quotes; no quote may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION 2.0 – INSTRUCTIONS TO QUOTERS

2.1 ADDENDA

Any matter of this quote package that requires explanation or interpretation must be submitted in writing via email by Friday, October 23, at 4:00 p.m. local time. E-MAIL all questions to Julie Martindale at the email address listed above. Questions shall be responded to in the form of written addenda to all Contractors.

2.2 EXCEPTIONS TO DOCUMENTS

The Contractor shall clearly state in the submitted quote any exceptions to, or deviations from, the minimum quote requirements, and any exceptions to the terms and conditions of this RFQ. Such exceptions or deviations shall be considered in evaluating the quotes. Contractors are cautioned that exceptions taken to this RFQ may cause their quote to be rejected.

2.3 INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Quote, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness."

SECTION 3.0 – SPECIAL CONDITIONS

3.1 PAYMENT TERMS AND INVOICE SUBMITTAL

Payment terms for invoices shall be net forty-five (45) days upon receipt of an acceptable original invoice and after goods have been received, or services have been completed to the City's satisfaction.

Invoices shall include the following information:

- | | | |
|---------------------------------------|------------------|------------------|
| • Contractor name and address | Date of shipment | City PO number |
| • Description of goods or services | Quantity | Unit price |
| • Location of Service (If applicable) | Extended price | Total amount due |

3.1.2 Surcharges (i.e., fuel surcharges, restocking, etc...) shall NOT be allowed to be added to invoices as an additional line item.

3.1.3 The City is exempt from the payment of state sales taxes. Any charges for taxes from which the City is exempt shall be deducted from invoices before payment is made.

The City may withhold payment for reasons including, but not limited to the following:

- Goods that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor
- Damage for which Contractor is liable
- Valid liens or claims of lien
- Valid claims of Subcontractors or other persons
- Delay in the delivery of the goods or services
- Inability of Contractor to complete the delivery of the goods or services

3.1.4 Each department MUST be billed separately. Each invoice must include date of service, service address location and number of times a location is serviced, if more than one time is required in a given twenty four (24) hour period. The Location Listings Grid (Attachment #1) designates which City department is responsible for each service location.

3.2 INSURANCE

The Contractor shall purchase and maintain during the duration of this Quote such insurance as will protect him/her from the claims set forth below which may arise out of or result from the Contractor's operations under this Quote, whether such operations be by the Contractor or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts any of them may be liable:

COVERAGE**LIMITS**

A. Worker's Compensation & Disability	Statutory Requirements
B. Professional Liability Insurance	Minimum combined single limit of \$1,000,000 for each Occurrence, and \$2,000,000 in the aggregate
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, Property damage, contractual liability, products-Completed operations. General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate.
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, Hired and non-owned) Bodily injury and property damage	\$1,000,000 each accident and \$1,000,000 each person

Certificates of Insurance showing such coverage then in force (but not less than the amount shown) shall be on file with the City prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability, and Automobile Liability insurance policies. The Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

SECTION 4.0 – QUOTE EVALUATION AND AWARD

4.1 AWARD

Award, if made, shall be made to the responsible Contractor submitting the lowest responsive quote with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all quotes; to request re-quotes; or to waive technicalities and formalities where it is deemed advisable in the best interests of the City. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:

- Have the necessary experience, organization, technical qualifications, skills and facilities.
- Be able to comply with the requirements of this RFP.
- Provide all documentation required of this proposal.
- Past experience and service provided by Contractor to the City, if applicable.

4.1.1 If the City determines that the quote should be awarded, the process shall be as follows:

- a) The City shall determine which responsible Contractor has submitted the lowest responsive quote.
- b) The City shall review the submitted proof for accuracy and durability.
- c) The Board of Public Works shall award the quote.
- d) The City shall issue a purchase order to the Contractor. The purchase order shall constitute authorization for the goods to be ordered.

4.1.2 If the City determines that all the quotes received should be rejected, the Contractors shall be notified by the Purchasing Manager accordingly. At that point, the City may, or may not, re-quote the project.

- 4.2 The Contractor must not have any unresolved performance issues with the City of Bloomington. The Contractor's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the submittal for this Request for Quote. The City may survey other local agencies during the quote evaluation period to make sure the Contractor does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Contractor's submittal based on its assessment of the Contractor's prior performance.

SECTION 5.0 - GENERAL TERMS AND CONDITIONS - QUOTES

- 5.1 **QUOTE FORM** - Each Contractor must submit an original Quote Pricing Form which is attached. The Contractor shall correctly sign the quote, and the quote may be rejected if it shows any omissions, alterations of the form, additions not called for in the quote, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
- 5.2 **QUOTE REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to accept or reject any or all quotes or parts thereof. The City further reserves the right to waive technicalities and formalities in quotes, as well as to accept in whole or in part such quotes where it is deemed advisable and in the best interests of the City.
- 5.3 **DISPUTES** - Should any disputes arise the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under the Quote that are not affected by the dispute, and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Quote shall not be cause for Contractor to stop or delay work.
- 5.4 **EXTENSION** - Any or all of the awards made as a result of this Request for Quote may be extended for an additional period of time if mutually agreed between the parties.
- 5.5 **ABANDONMENT** - Notwithstanding any other provision of this Award, if funds for the continued fulfillment of the Award by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Award without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed by the City and Contractor, this Award shall terminate and become null and void. The City agrees that it shall make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term of this Award a request for sufficient funds to meet its obligations under the award in full.
- 5.6 **CONTRACT AND AFFIDAVITS** - A contract draft is included in this packet. All provisions in the contract are required. The selected Contractor will also be required to execute affidavits for E-Verify, No Investment in Iran, and Non-Collusion, as required by Indiana State statutes. **(Exhibits D-F)**
- 5.7 **AFFIRMATIVE ACTION PLANS (Exhibit G)** - Each Contractor submitting a Quote for over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Barbara McKinney, his/her written **Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of quotes.**

Quotes received that do not have an approved Affirmative Action Plan may be returned unopened.

Each Contractor must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your Affirmative Action Plan to employees and prospective applicants.

SECTION 6.0 - GENERAL SPECIFICATIONS OF WORK REQUIREMENTS

6.1 SNOW REMOVAL - Snow removal for the areas marked "Facilities" on the Location Listings Grid (**Attachment #1**) will commence automatically once snow accumulation has reached two inches (2"). For the locations marked "Street", Contractor shall anticipate a notification call from the Assistant Street Superintendent or their designee. Once the Contractor has been notified the expected response time will be no more than two (2) hours.

6.1.1 Contactor will be required to remove all snow from the designated areas. Snow from the garage areas shall be moved to the exterior walls and Contractor will ensure snow is moved to the areas specified and ensure it will not block or hinder sight lines. Snow shall also be piled in a manner as to limit the obstruction to parking spaces, and pedestrian walkways. Cars that are occupying parking spaces are not to be blocked in.

6.1.2 Contractor will be required to apply a de-icing agent on the surfaces after snow has been removed from the areas. Magnesium Chloride is the required agent for pathways and walk ways and Calcium Chloride is the required de-icing agent for driving surfaces and sidewalks.

6.1.3 Contractor shall notify the City if any hazardous conditions exists especially during heavy snowfalls. Special care should be taken in consideration when moving heavy snow to areas on the top two levels of the parking garages. Contractor should confer with the City to determine the best course of action when heavy snowfalls occur.

6.1.4 Contractor may be required to remove additional accumulations as they occur throughout the snowfall. City representatives will confer with Contractor to determine the best course of action.

6.1.5 Saturdays, Sundays and Holidays will be considered special conditions and if there is a need for service on these specific days a City representative will confer with the Contractor to determine scheduling. No upcharge will be accepted for required service on Saturdays, Sunday's or Holiday's without prior approval from the Public Works Director.

6.2 DE-ICING – De-icing for the areas listed on the Location Listings Grid (**Attachment #1**) will commence after notification from designated City representatives for both Facilities and Street department locations. Once the Contractor has been notified the expected response time shall be no more than two (2) hours.

6.1.2 De-icing agents must meet the same requirements listed section 6.1.2.

6.3 DAMAGES – All damages to curbs, signs, drains, landscape, etc..., caused by the Contractor's work performance will be repaired at the Contractor's cost and expense.

6.4 OUTSIDE CONTRACTORS – If the City is required to retain services from outside Contractors in the event of non-compliance with response requirements in section 6.1 and 6.2, then the current Contractor will bear all costs and expenses incurred by the City to retain these services.

6.5 SITE VISITS - Maps of the service locations have been supplied as part of this packet. The City highly recommends that each Contractor review each site and become acquainted with their requirements. The Location Listing Grid lists each site and its corresponding exhibit number for each map.

6.5.1 If you are unfamiliar with any of the locations, or have specific questions regarding any site, please contact the following personnel:

Street Sites

Joe VanDeventer
812-327-3336
vandevej@bloomington.in.gov

Facility Sites

Barry Collins
812-325-2952
collinsb@bloomington.in.gov

QUOTE PRICING FORM

Location	Price per Occurrence (Plowing)	Price per Occurrence (De-Icing)
Fourth St. Garage 105 W 4th St.	\$	\$
Morton St. Garage 220 N Morton St.	\$	\$
Walnut St Garage 302 N Walnut St.	\$	\$
Dunn (Lot #1) Surface Lot 4th and Dunn	\$	\$
Lincoln (Lot #5) Surface Lot 6th and Lincoln	\$	\$
Rogers St & 10th Surface Lot	\$	\$
Rogers St & 11th Sidewalk	\$	\$
Morton St. Sidewalk 601 N Morton St	\$ NA	\$
Washington & 4th Surface Lot (Lot #9)	\$ NA	\$
W. 2nd St. Pathway (Bloomfield Rd.)	\$	\$
Landmark Ave. Pathway	\$	\$
E. 3rd St. Pathway	\$	\$
Clarizz Blvd. Pathway	\$	\$
Smith Rd. Pathway	\$	\$
College Mall Rd. Pathway	\$	\$
Country Club Dr. Pathway	\$	\$
Rogers St. Pathway	\$	\$
Greenwood Ave. Walk Path	\$	\$
Maxwell Ln. Walk Path (2 sections)	\$	\$
Hunter Ave. Walk Path	\$	\$
Tapp Rd. Pathway	\$	\$
Winslow Rd. Pathway	\$	\$

Name of Company: _____

Signature: _____

Printed Name & Title: _____

Date: _____

ATTACHMENT # 1

City of Bloomington Snow Removal and De-icing Location Listings Grid

Location	Type	Area to Plow	Area for De-icing	Sidewalks	Responsible City Dept.	Map #
Fourth St. Garage 105 W 4th St.	Parking Garage	Top two upper decks	Top two upper decks	N/A	Facilities	Exhibit H
Morton St. Garage 220 N Morton St.	Parking Garage	Top two upper decks	Top two upper decks	N/A	Facilities	Exhibit I
Walnut St Garage 302 N Walnut St.	Parking Garage	Top two upper decks	Top two upper decks	N/A	Facilities	Exhibit I
Dunn (Lot #1) Surface Lot 4th and Dunn	Surface Lot	Lot	Lot	Yes	Facilities	Exhibit J
Lincoln (Lot #5) Surface Lot 6th and Lincoln	Surface Lot	Lot	Lot	Yes	Facilities	Exhibit K
Rogers St & 10th Surface Lot	Surface Lot	Lot	Lot	Yes	Facilities	Exhibit L
Rogers St & 11th Sidewalk	Sidewalk	NA	Yes	Yes	Facilities	Exhibit L
Morton St. Sidewalk 601 N Morton St	Sidewalk	NA	Yes	Yes	Facilities	Exhibit L
Washington & 4th Surface Lot (Lot #9)	Surface Lot	Lot	Lot	Yes	Facilities	Exhibit M
W. 2nd St. Pathway (Bloomfield Rd.)	Pathway	Per map	Yes	N/A	Street	Exhibit N
Landmark Ave. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit N
E. 3rd St. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit O
Clarizz Blvd. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit O
Smith Rd. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit O
College Mall Rd. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit P
Country Club Dr. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit Q
Rogers St. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit Q
Greenwood Ave. Walk Path	Walk Path	Per map	Yes	N/A	Street	Exhibit R
Maxwell Ln. Walk Paths (2 sections)	Walk Path	Per map	Yes	N/A	Street	Exhibit R
Hunter Ave. Walk Path	Walk Path	Per map	Yes	N/A	Street	Exhibit S
Tapp Rd. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit T
Winslow Rd. Pathway	Pathway	Per map	Yes	N/A	Street	Exhibit U

CONTRACT DRAFT

PROJECT NAME: Snow Removal and De-icing Services

**AGREEMENT FOR SNOW REMOVAL AND DE-ICING SERVICES FROM MULTILEVEL
PARKING GARAGES, SURFACE LOTS, SIDEWALKS,
PATHWAYS AND WALK PATHS**

This Agreement, entered into on this _____ day of _____, 2015, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and _____, (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the City's rights of way to provide for safe travel.**

WHEREAS, the Board requires the services of a professional Contractor in order to **perform the task of snow removal and/or spreading of ice melt on multiple parking garages, surface lots, sidewalks, pathways and walk paths**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the Contractor at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Task: Removal of Snow and/or Spreading Ice Melt

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City officials designated by the Board as project coordinator(s).

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Director of Street Operations, Joe VanDeventer, shall be the sole judge of the adequacy of Contractor's work in meeting such standards for locations identified in Exhibit A in which the Street Department is responsible. The City's Facilities Director, Barry Collins, shall be the sole judge of the adequacy of Contractor's work in meeting such standards for locations identified in Exhibit A in which the Facilities Department is responsible. However, neither the Director of Street Operations nor the Director of Facilities shall unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Joe VanDeventer, Director of Street Operations ("VanDeventer") and Barry Collins, Director of Facilities, to serve as the Board's representatives for the project. VanDeventer and Collins shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: _____ Dollars and Cents (\$_____.__), per each performance of snow removal and/or de-icing services at all locations provided in Exhibit A, Scope of Work. The total compensation paid under this Agreement shall not exceed the amount of \$ _____.

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth must be authorized in writing by the Board or the Board's designated

representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board. Contractor shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Contractor.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative

basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 12. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

Article 19. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

Contractor:

City of Bloomington
Department of Public Works
Attn: Joe VanDeventer
401 N. Morton Street
Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Contractor.

Article 20. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 21. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Contractor honors those warranties (one year) regarding this product(s). Contractor makes no warranties of merchantability and fitness for a particular purpose. In no event will Contractor be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration Status. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached hereto as Exhibit D and incorporated herein by reference, affirming that Contractor does not knowingly employ an unauthorized

alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Contractor or a subcontractor employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the Board.

Article 24. No Investment in Iran: Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Contractor is not engaged in said investment activities.

Article 25. Non-Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit 3 and incorporated herein by reference, affirming that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Contractor

City of Bloomington
Board of Public Works

By: _____
Charlotte Zietlow
President

By: _____
Mark Kruzan,
Mayor

EXHIBIT A

SCOPE OF WORK

For Locations that are the Responsibility of the City's Street Department: Contractor shall perform snow removal and/or the spreading of ice melt upon notification by the Director of Street Operations or his designee. Each notification to Contractor shall provide the specific locations in need of these services, in the event service is not requested at all of the above-referenced locations.

For Locations that are the Responsibility of the City's Facilities Director: Contractor shall automatically commence snow removal when snow accumulation has reached two inches (2"). Contractor shall spread ice melt upon notification from the Facilities Director or his designee.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of _____ Dollars and _____ Cents (\$_____.____) for each instance that snow removal and/or application of ice melt is performed at all of the locations provided below.

Total compensation over the term of this Agreement shall not exceed the amount of _____ Dollars and _____ Cents (\$_____.____).

In the event the City notifies Contractor that services are needed at fewer than all of the locations, the not to exceed cost of providing services shall be assessed at the rate allocated for each of the specific locations for which the City has requested these services.

EXHIBIT C

PROJECT SCHEDULE

The term of this Agreement shall begin on November 5, 2015, and shall end on April 30, 2016.

EXHIBIT F

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2015.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



City of Bloomington
Human Rights Commission

2015

RE: Affirmative Action and Living Wage Ordinance

To: Prospective Bidders

Affirmative Action: All bidders with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to my office. This plan must insure that applicants are employed and that employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry or disability, sexual orientation, gender identity, veteran status and housing status. Please note that the last four categories are new, adopted by the Common Council in September, 2015.

Even if your company already has a plan on file with the City, you must check with me to make sure that it complies with our current and recently updated requirements. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to me at least twenty-four hours before the bid deadline. You must submit your plan to me separately from your bid. The twenty-four hours will give me sufficient time to review your and the other bidders' plans. I recommend that you submit your affirmative action plan to me earlier, if possible, so that you and I will have time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

I strongly advise you to confirm with me that I have received your plan and that it meets our requirements well before the bid deadline. We will make every effort to work with you to clear up problems. But it remains your responsibility to confirm that I received your plan and that it complies with our requirements. If you fail to confirm that I received and approved your plan, you risk losing your eligibility to bid. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must insure that all the protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

- (2) A workforce breakdown form. You MUST submit a workforce breakdown (sometimes called a "utilization report") with your Affirmative Action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may substitute a copy of that form instead of using our form. Your workforce breakdown figures must be updated every six months. Even if you already have an acceptable affirmative action plan on file with my office, you should submit a new workforce breakdown each time you bid for a City Contract, to be sure we have up-to-date figures.
- (3) An Affirmative Action Plan checklist. I will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If you omit any of the elements on the checklist, your plan will not be approved.
- (4) A sample affirmative action plans. These may be useful if your company has never designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from my office upon request.

Living Wage: Also, please be aware that you may be required to comply with the Bloomington Living Wage Ordinance. Whether the LWO applies to your project depends upon the size and type of your project and the number of people you employ. If you have questions about the applicability of the LWO, click on the LWO flow chart at: www.bloomington.in.gov/livingwage or call me. For 2015, the living wage for covered employees is \$12.31 an hour. In 2016, the living wage for covered employees will be \$12.32 an hour.

If you have any questions, contact me at 812.349.3429 or email me at the following address: mckinneb@bloomington.in.gov. My office hours are Monday through Friday, 8-5.

Thank you.

Barbara E. McKinney, Human Rights Director/Contract Compliance Officer

BLOOMINGTON HUMAN RIGHTS COMMISSION

Model Affirmative Action Plan for Bidders Covered by Responsible Bidder Ordinance Policy Statement

_____, Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement an affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively with this equal employment policy.

Responsible Officer

Mr. or Ms. _____ (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notice of our policy in paycheck envelopes,
- and training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall retain only job-related questions on our employment application.

We shall keep affirmative action information on each applicant, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

Grievance Procedure

If an employee feels he or she has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, he or she may bring the complaint to his or her immediate supervisor. If the complaint is not resolved readily at that level, he or she may submit it to _____ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude his or her complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Corporate President

Date

AFFIRMATIVE ACTION PLAN CHECKLIST

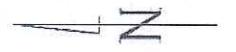
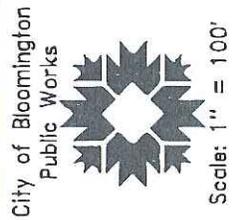
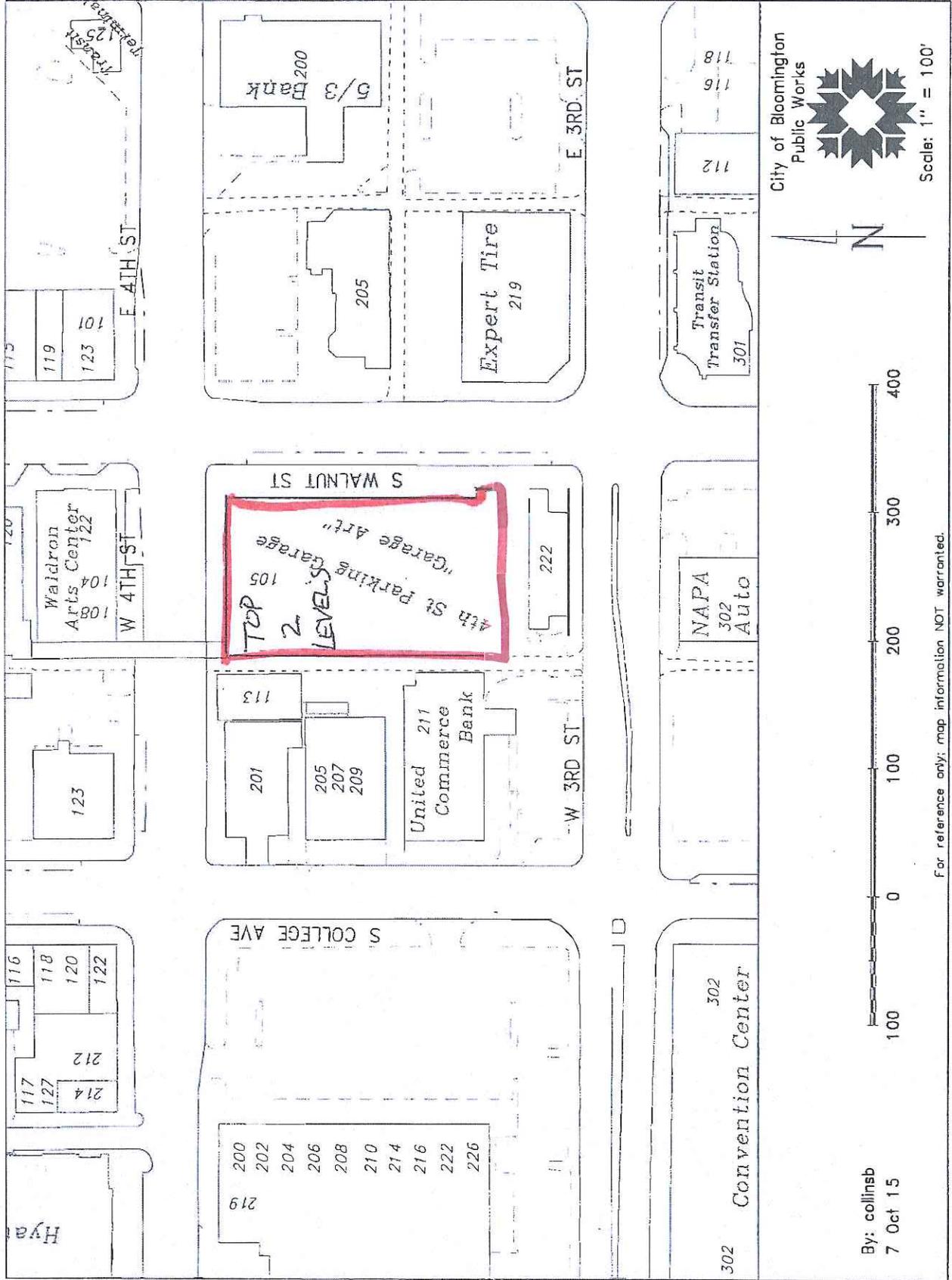
NOTE: This is not an Affirmative Action Plan

Effective Date: _____

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input type="checkbox"/>	<input type="checkbox"/>	
Religion	<input type="checkbox"/>	<input type="checkbox"/>	
Color	<input type="checkbox"/>	<input type="checkbox"/>	
Sex	<input type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input type="checkbox"/>	<input type="checkbox"/>	

Updated 9/15

EXHIBIT H



Scale: 1" = 100'

For reference only; map information NOT warranted.

By: collinsb
7 Oct 15

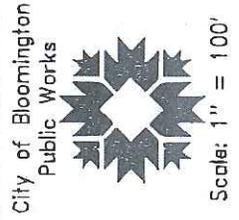
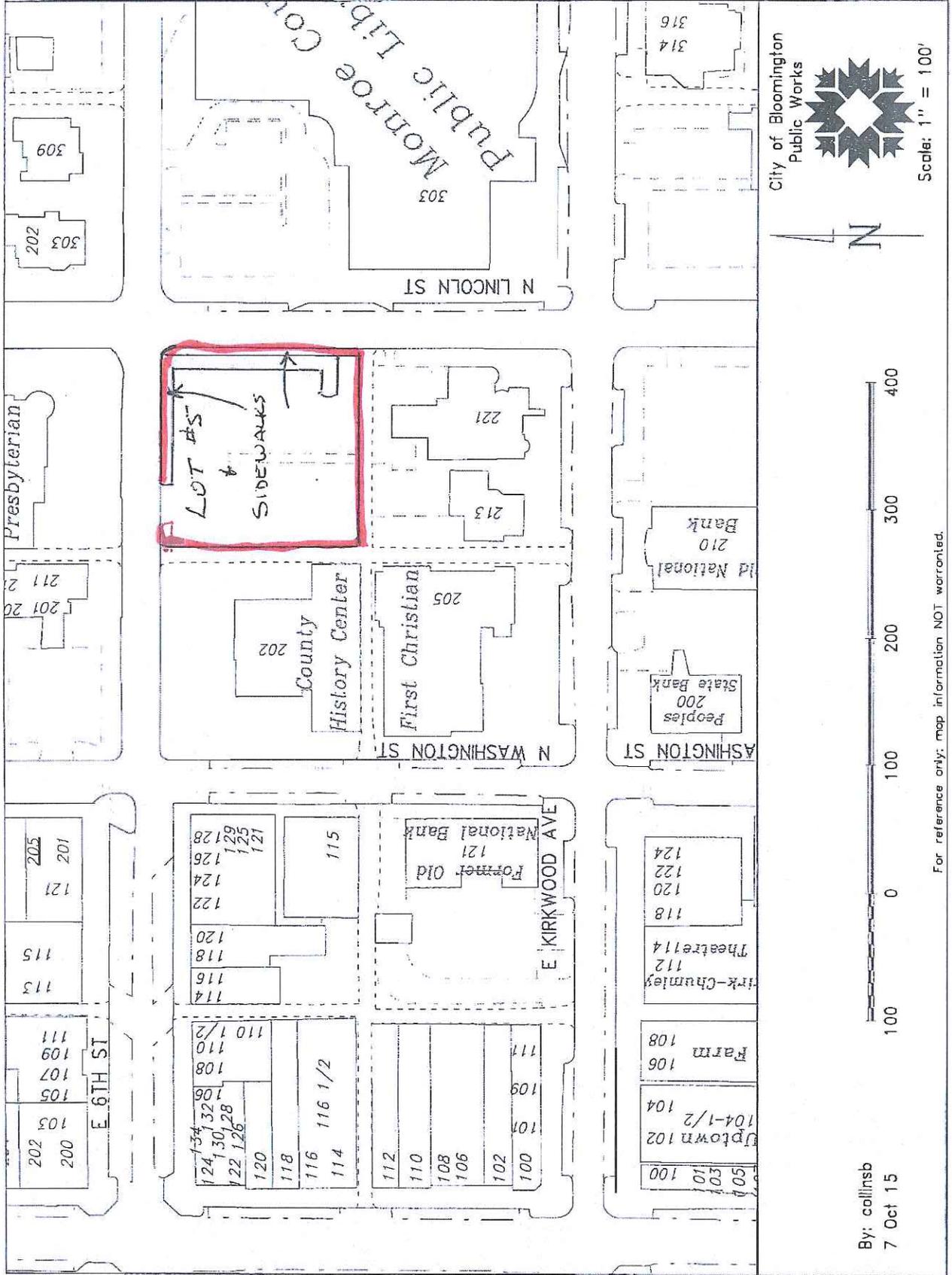
EXHIBIT J



By: collinsb
7 Oct 15

For reference only; map information NOT warranted.

EXHIBIT K

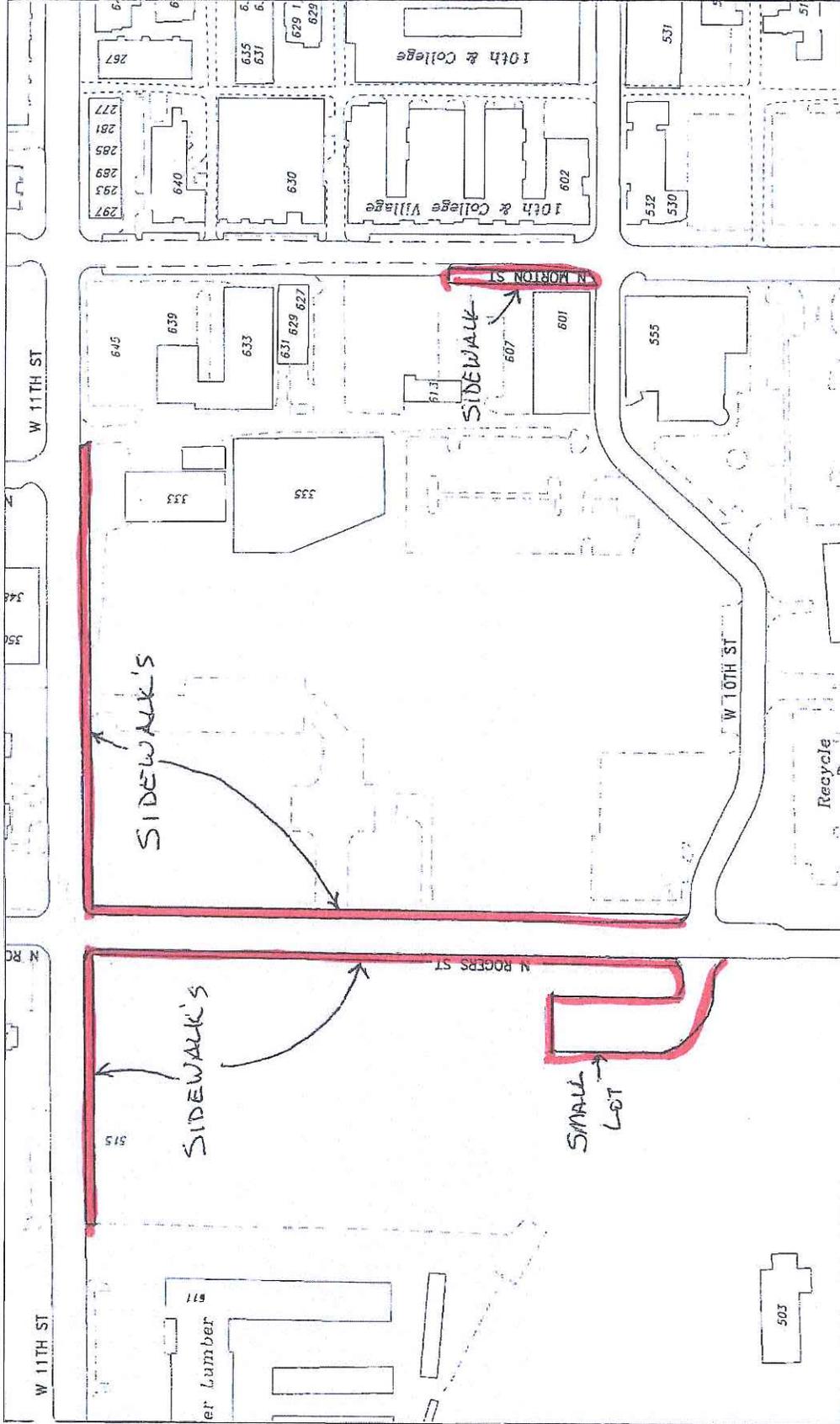


Scale: 1" = 100'

By: callinsb
7 Oct 15

For reference only; map information NOT warranted.

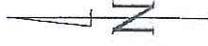
EXHIBIT L



City of Bloomington
Public Works



Scale: 1" = 1550'



By: collinsb
7 Oct 15

For reference only; map information NOT warranted.

EXHIBIT M

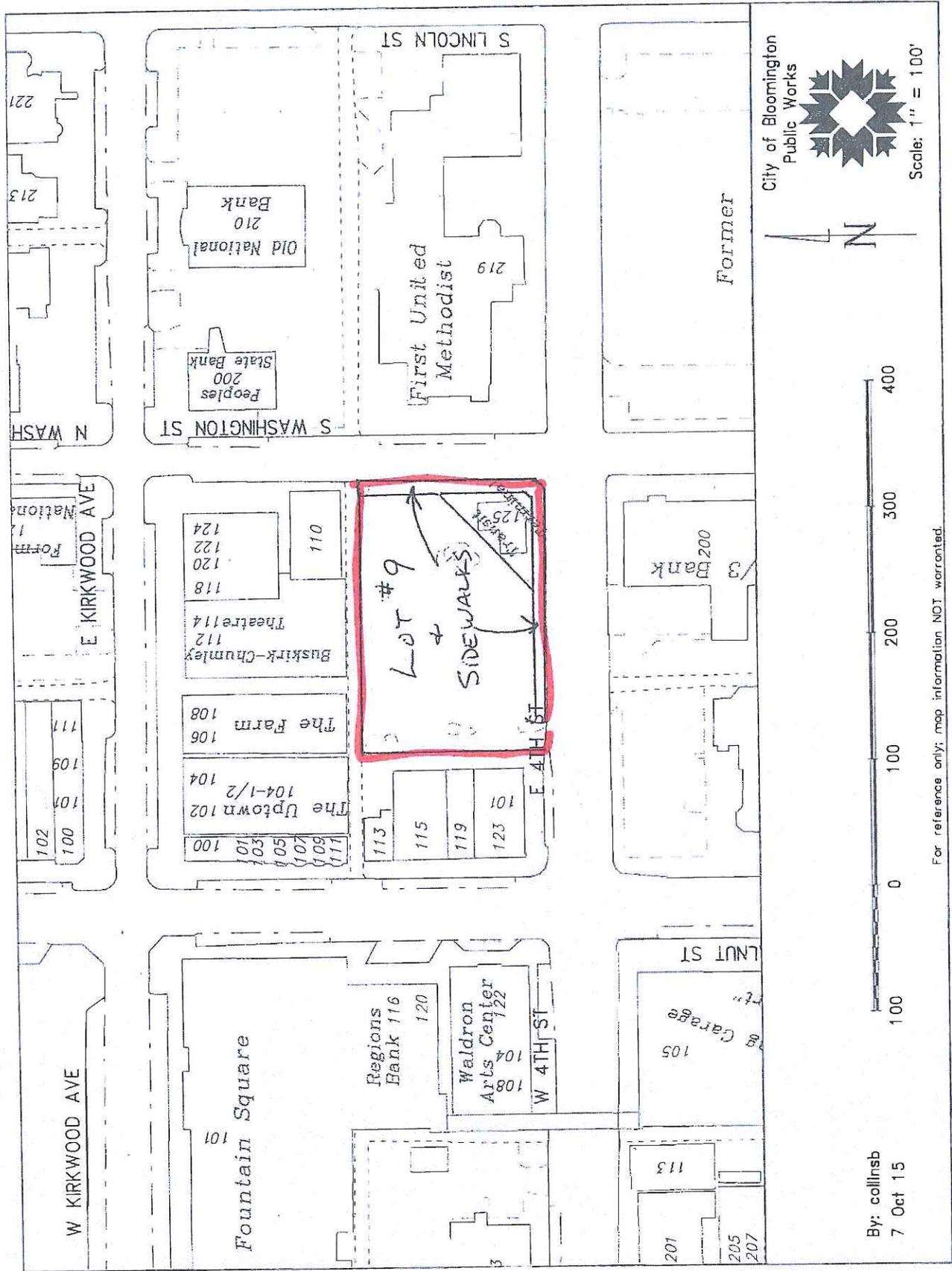
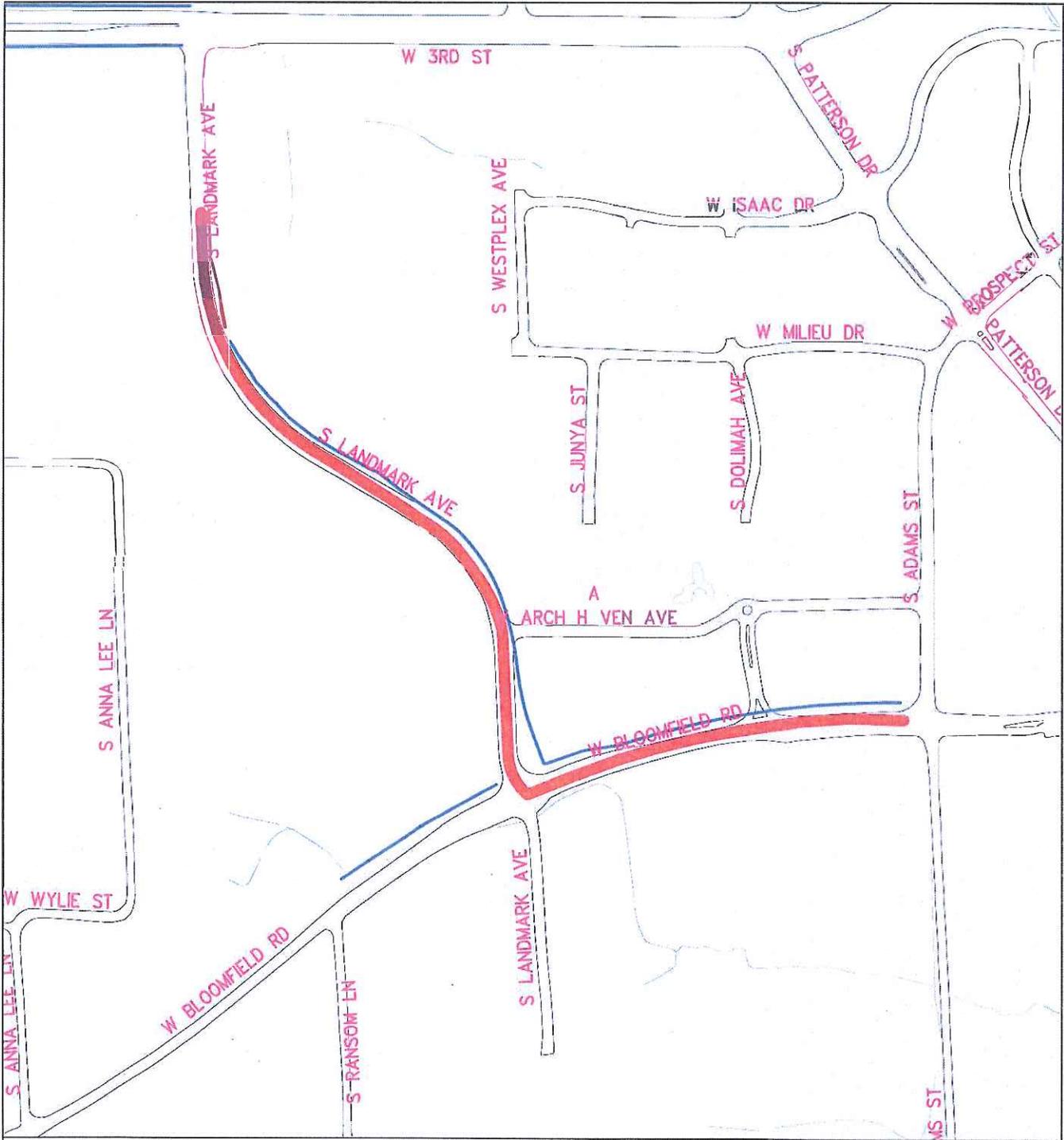


EXHIBIT N



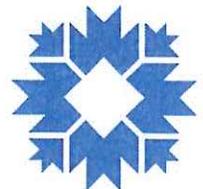
By: goodman
7 Oct 15



For reference only; map information NOT warranted.

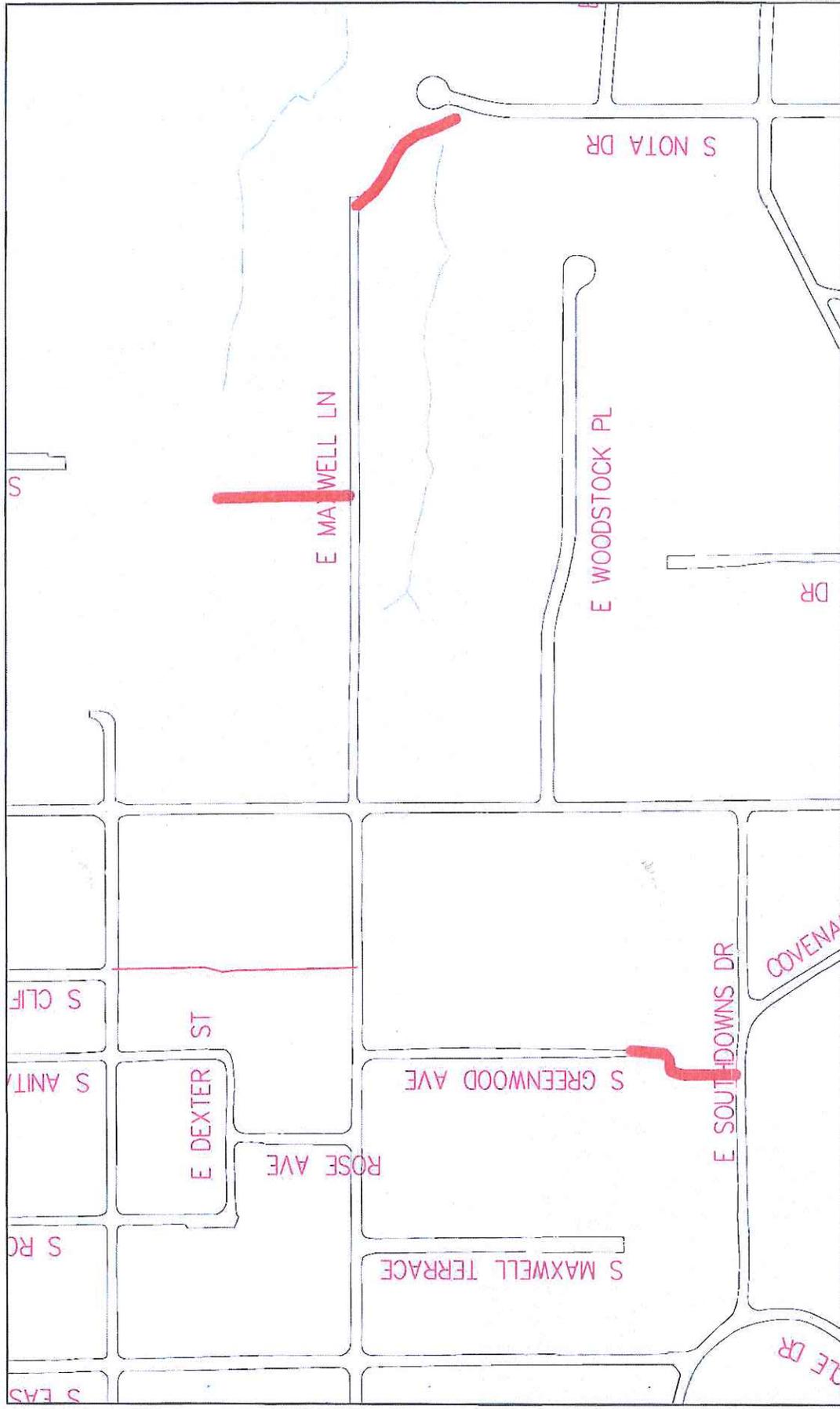


City of Bloomington
Street



Scale: 1" = 300'

EXHIBIT R



City of Bloomington
Street



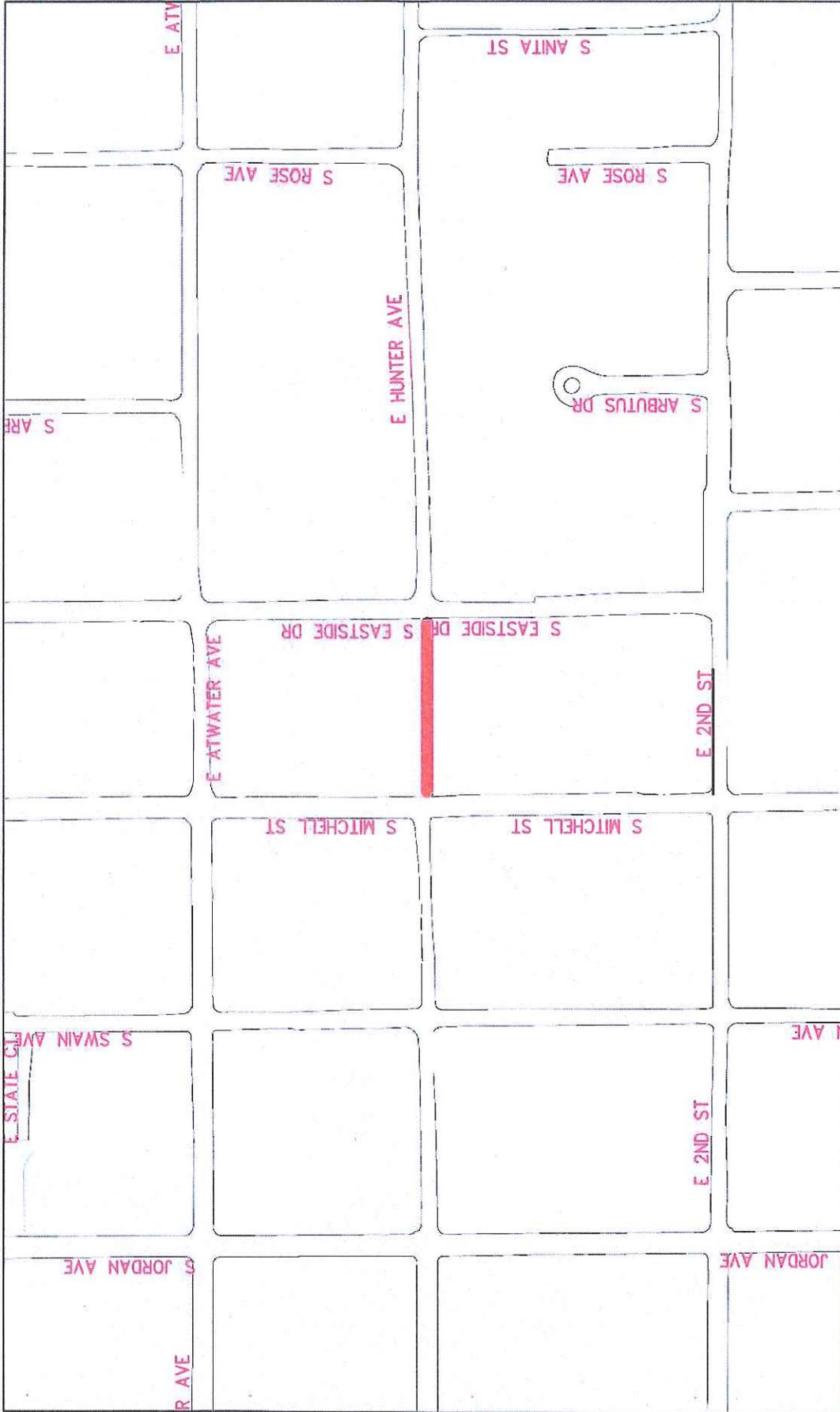
Scale: 1" = 300'



By: goodman
7 Oct 15

For reference only; map information NOT warranted.

EXHIBIT S



City of Bloomington
Street



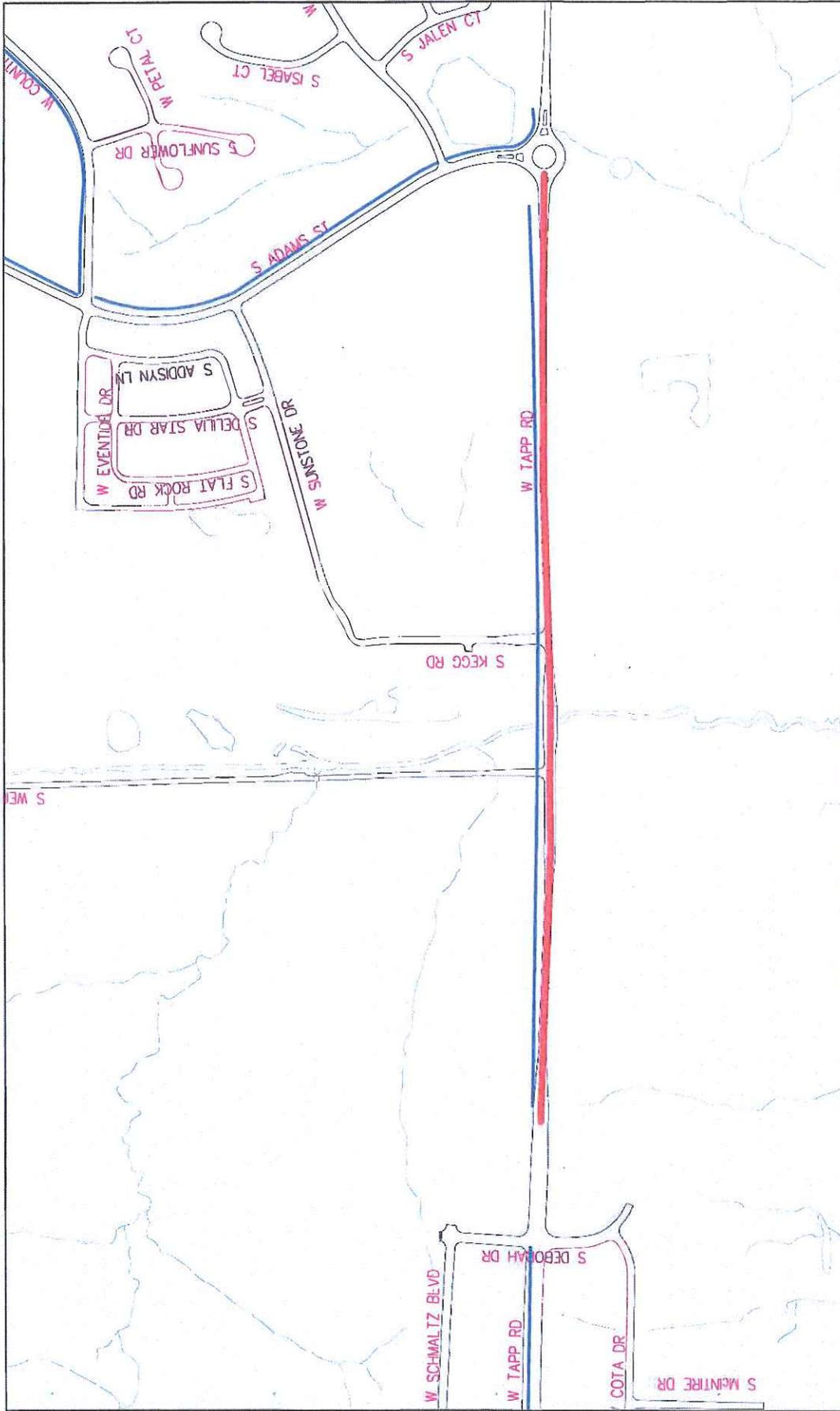
Scale: 1" = 200'



By: goodman
7 Oct 15

For reference only; map information NOT warranted.

EXHIBIT T



City of Bloomington
Street



Scale: 1" = 500'



By: goodman
7 Oct 15

For reference only; map information NOT warranted.

