

ADVERTISEMENT TO BIDDERS
for
SNOW REMOVAL SERVICES 2012-2013
for
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be **received at the office of the City Clerk**, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Tuesday, November 06, 2012** for **Snow Removal Services 2012-2013** for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered. Please return one original and one copy of each bid sheet.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements. Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Streets Division of the Public Works Department based on conformity to specifications, price, past performance, experience, certifications, contractor's ability to perform the work and references. The City reserves the right to reject any or all bids, to waive technicalities, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening bids.

Specifications for use in preparing bids may be obtained from the Public Works Office, Second Floor, City Hall, 100 East First Street, Grand Island, NE.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Mary Lou Brown
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards
City Clerk

SPECIFICATIONS / BID FORM

BID FOR CONTRACT FOR SNOW REMOVAL OPERATIONS CITY OF GRAND ISLAND, NEBRASKA

Scope of Work

The Contractor agrees to furnish equipment and labor for snow removal operations (plow, haul and other related work) as requested by the Street Superintendent of the City. Equipment shall mean trucks available for hauling snow, a minimum of two (2) front-end loaders and a minimum of two (2) motor graders, fully operational. Labor shall mean adequate personnel to operate the equipment on an "around the clock" basis.

Notice

Because time is of the essence in snow removal operations, the Contractor shall be capable of mobilizing its labor and equipment to assist the Street Division with two (2) hours notice by the City.

Unauthorized Use of City Property

The Contractor shall not use any City owned property or equipment for any purpose unrelated to the performance of Contractor's duties under the contract for snow removal operations.

Fair Labor Standards, Unemployment Compensation Fund and Federal Immigration System

The Contractor covenants and agrees to comply with the provisions of Section 73-102 and 48-657, Revised Statutes of Nebraska, pertaining to "Fair Labor Standards" and "Unemployment Compensation Fund" of the State of Nebraska. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Laws and Ordinances

The Contractor agrees at all times to observe and comply with all national, state and local laws and ordinances and regulations and to save harmless the City, its officers and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, or regulation.

Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Insurance

The Contractor shall furnish the required Certificate of Insurance and enter into contract within twenty (20) days after acceptance of this Bid. The City's Insurance Requirements are attached and made part of the bidding documents by mention herein.

Term of Contract

The contract shall take effect when signed and terminate on April 30, 2010.

Terms of Payment

Payment shall be made at a regularly scheduled City Council Meeting after satisfactory completion of the work and acceptance by the City's Street Superintendent.

Bid Price

In consideration of the provisions outlined in these bidding documents, the Contractor shall furnish equipment and labor for snow removal operations as follows:

- a. Trucks for Hauling Snow \$_____ per hour each
- b. Front End Loaders \$_____ per hour each
- c. Motor Graders \$_____ per hour each
- c. Truck Plows \$_____ per hour each

Exceptions to Specifications:

General

In submitting this bid, it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn for a period of thirty (30) days after date of bid opening.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, (b) that he has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding, (c) that he has not sought, by collusion or otherwise, to obtain for himself an advantage over any other bidder or over the City of Grand Island, and (d) that he has not directly or indirectly or solicited any other bidder to put in a false or sham bid.

DATED: _____

SIGNATURE OF BIDDER:

If an Individual: _____ doing business as

If Partnership: _____

by _____, member of firm.

If a Corporation: _____

by _____

Title _____

BUSINESS ADDRESS OF BIDDER

TELEPHONE NUMBER _____