



Carrie Eklund
Central Services Manager
Finance Department

**INVITATION TO BID
WATERWORKS CONTRACTUAL SERVICES
BID NO.: 1212-W-166**

12/31/12

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, January 2, 2013

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

- 1. Bid Opening Date and Time
- 2. Title of Job
- 3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at www.rockfordil.gov

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 awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. 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 awarded 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 awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. 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.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded 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 awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

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

12. 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.

13. Performance Bond. When required by the specifications herein, the awarded vendor 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.

14. 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.

15. 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.

16. 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 awarded vendor 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.

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

18. 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 awarded vendor at their request and expense.

19. 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.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding 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.

21. 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 seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. 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.

23. 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.

24. 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.

25. 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 awarded vendors 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. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors 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.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors 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.

28. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors 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 awarded vendor'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.

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

30. 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.

31. 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.

32. 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.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

City of Rockford
Waterworks Contractual Services
Bid No.: 1212-W-166

1.0 GENERAL SCOPE

The City of Rockford seeks motor rewinding, well and pump servicing, and electrical wiring services on a contracted basis for the Public Works Department–Water Division facilities.

2.0 AWARD PROCEDURES

- 2.1 Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the class of services desired. The vendor must be licensed and qualified to perform work, which includes providing the equipment and service specified.
- 2.2 Evaluation of Bid. Each bid shall be evaluated to determine whether the proposed product or service complies with the specifications detailed in this document. If this evaluation determines that a bid does not comply with the specifications set forth in this invitation to bid, then that bid shall be eliminated from consideration.
- 2.3 Evaluation Criteria. The evaluation team will evaluate bids based on total bid price and the ability of the bidder to comply with specifications.
- 2.4 Basis of Award. The City will award this contract to the lowest responsive and responsible bidder that is able to meet the requirements and criteria set forth in this document. A “responsive bidder” is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A “responsible bidder” is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality.
- 2.5 Emergency Repairs. In order to insure an uninterrupted supply of potable water to its citizens, the City of Rockford reserves the right to demand immediate repairs be completed in cases of emergency. The City reserves the right to temporarily hire other firms to make repairs if the firm under contract cannot make immediate repairs when necessary.
- 2.6 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:

- 2.6.1 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).
 - 2.6.2 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).
 - 2.6.3 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
 - 2.6.4 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.
 - 2.6.5 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.
- 2.7 Contract Period. The contract period shall be from the date of award until December 31, 2013. Upon mutual agreement between the City and the successful bidder, contracts may be extended on a year to year basis under the same conditions for a maximum of 3 years. Modification in the contract price shall be allowed only on the anniversary date of the contract. Any escalation/de-escalation anticipated at the time of renewal shall be submitted to the City of Rockford Central Services Division at least thirty (30) days prior to the contract renewal date.

3.0 BID DOCUMENT REQUIREMENTS

- 3.1 **Bid Form.** Included at the end of these specifications is a bid form. The following information is required on the bid form:
- 3.1.1 Bidders shall supply unit prices, extended prices, and a grand total price.
 - 3.1.2 Please supply contact information, this should include a mailing address, a business phone number, and an e-mail address.
 - 3.1.3 Bidders shall specify delivery time in terms of elapsed days from date of contract award.
- 3.2 **Quantities.** All quantities given are estimates only, based on an analysis of recent experience and projections of service in the upcoming year. The City makes no guarantees as to quantities and will only pay contractors for the actual services provided.
- 3.3 **Questions.** All questions regarding these specifications should be directed to Anne Wilkerson, Financial Analyst, anne.wilkerson@rockfordil.gov, (815) 987-5741.

4.0 SPECIFIC REQUIREMENTS

4.1 Category A – Motor Rewinding

- 4.1.1 **Scope:** This contract includes furnishing all labor, tools, equipment, shop facilities and materials to rewind electrical motors of various sizes that are burned out due to lightning, overload or insulation failure due to moisture.
- 4.1.2 **Rewinding:** Motors shall be rewound to meet or exceed manufacturer's specifications in a careful manner making sure that the cross-sectional area of the copper used in the rewind matches that furnished in the original motor. In case of electrical damage to the starter punchings due to short circuit all "copper bugs" must be completely removed before rewinding. After rewinding, the motor winding shall be triple dipped and baked with clear electrical grade bake varnish, then given a final coating of air dry red "glyptal" or approved equal to assure moisture resistance.
- 4.1.3 **Bearings:** The top thrust bearing and lower guide bearing shall be replaced when a vertical hollow shaft motor is rewound. Both inboard and outboard ball bearings shall be replaced when a horizontal motor is rewound. In the case of horizontal motors equipped with sleeve bearings, bearing fit shall be checked and refitted if necessary.
- 4.1.4 **Painting:** After rewinding, the motor shall be painted, except that the name plate shall be given a clear coating. All well pumps shall be painted Forest Green and all booster pumps shall be painted National Blue. These colors conform with the color coding system currently used by the Water Division. The Water Division reserves the right to change this color coding system at any time. The vendor will be notified of what color the motor is to be painted when it is delivered to their shop for repairs.
- 4.1.5 **Transportation:** The Water Division will make all arrangements for transporting motors to and from the vendor's location.

4.2 Category B - Well and Pump Servicing

- 4.2.1 **Scope:** This contract includes furnishing all labor, tools, equipment and operating supplies required to service wells to depths of 1600 feet, deep set well pumps to 500 foot settings, and short coupled vertical turbine booster pumps. Parts and materials will be furnished by the City.
- 4.2.2 Bidder may be called upon to use prima-cord or other explosives at a well site. All Federal, State and County and Municipal laws and ordinances must be followed. The obtaining of all

required license and permits is the sole responsibility of the bidder. This includes, but is not limited to, purchasing a city blasting permit and contacting the local fire prevention bureau prior to blasting.

4.2.3 Payment: Set up shall be paid as a lump sum each time the contractor's equipment is relocated to a new site. All costs of transportation, set up and tear down shall be included under Set Up. This item shall only apply where it is necessary for the contractor to transport his equipment (such as well driller's rig) and tools to a City well site, there to assemble work facilities not readily moved elsewhere. It shall not apply to the use of a service truck, the portable tools carried therein, or a crane mounted thereon.

4.2.4 Hourly rate shall be paid for each hour of actual work performed between set up and tear down. Said hourly rate shall include all labor, equipment and related costs of the work performed thereunder. No separate payment will be made for any time the equipment is located at the job site but unused.

4.3 Category C – Electrical Wiring

4.3.1 Scope: This contract includes furnishing all labor, tools, equipment and transportation necessary to perform all maintenance, clean up, repairs, modifications or additions to the electrical wiring in the various Water Division facilities as ordered by the Division. This contract covers all wiring within and pertaining to the Division's facilities. This work may include the supply and installation of remote station controllers, radio communications equipment, enclosures and control panels, instrumentation, and associated electrical and limited mechanical site work.

4.3.2 Parts and Materials: The contractor shall furnish such parts and materials as may be directed by the City on a cost plus a not to exceed mark up of five percent (5.0%). The contractor shall provide complete documentation with all components installed or replaced under this contract. The contractor shall provide new components unless otherwise directed by the City. The City reserves the right to furnish any and all parts and materials. Whenever the contractor is directed to furnish parts and materials by the City he must present documentation of the prices he paid for such parts and materials along with his bill to the City.

4.3.3 Standards: All parts and materials furnished and all work performed shall comply with the City of Rockford Electrical Code. The contractor shall obtain all permits required for any work he performs and shall have his work inspected by the City Electrical Inspector upon completion.

4.3.4 Location of Work: On-site or field work is that performed at the various facilities owned by the Water Division. Shop works is that performed at the contractor's shop.

4.3.5 Wage Rate: All work shall be performed by a journeyman electrician, qualified to perform commercial/industrial wiring, who shall be paid the prevailing local wage, as determined by the Illinois Department of Labor.

4.3.6 Establishment of Qualifications: As demonstration of his qualifications to perform commercial/industrial wiring every bidder shall submit with his bid, a list of clients for whom he has performed such works during the previous twelve months. Include a list of clients for whom he has built and repaired motor control switchgear during the previous twelve months. The City will consider only those bidders engaged in the construction, maintenance, and repair of motor control switchgear on a regular basis.

4.3.7 Subcontracting: No portion of this contract may be subcontracted without prior written approval of the Central Services Manager.

- 4.3.8 Prosecution of Work: All work shall be started within five (5) working days after receipt of each work order from the Department. Each job shall be completed within twenty (20) working days after the start of the job. The Water Division Superintendent or his designee may grant extensions of the time allowed for completion when, in his opinion, the extent of the work and/or the availability of parts and/or materials prevents compliance with this provision. Within 30 days of completion of each job, the contractor will provide the City with the CAD files that include any additions or changes made to the City's electrical equipment. The contractor will maintain the City's as-built electrical drawings using the same version of AutoCAD by Autodesk currently in use by the City's Water Production Section. The City will provide the contractor with the current electrical as-builts on digital media at the start of this contract. Any CAD work required or requested by the City additional to a regular job, shall be paid at a not to exceed rate of \$40.00/hour. On termination of this contract, the contractor will return the most current electrical drawings on digital media to the City's Water Production Section. Promptly replace or repair damages to any existing facilities, whether publicly or privately owned, caused by the contractor or its entities. Replace or repair the affected items or areas to the satisfaction of the City. Make repairs without extra compensation.
- 4.3.9 Payment: Payment shall be made on the basis of the actual work performed and parts and/or materials furnished. Toward that end, the contractor shall maintain a daily log of the work performed, which he shall submit with his itemized periodic statements. The City will not pay for any work until it has been inspected and approved by the City Electrical Inspector. The City will not pay for any rework of work performed by the contractor required by the City Electrical Inspector.
- 4.3.10 Guarantee: The contractor shall guarantee all work performed and parts and materials supplied to be free from defects for a period of one (1) year.

CITY OF ROCKFORD
Waterworks Contractual Services
Bid No.: 1212-W-166
Bid Page 1

Name of Bidder _____

Business Address _____

Business Phone Number _____ Date of Bid _____

Email Address _____

Motor Rewinding

The undersigned hereby proposes to furnish motor rewinding services as specified above at the following rates:

Vertical Hollow Shaft

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
25 HP 1800 rpm	1	\$ _____
50 HP 1800 rpm	1	\$ _____
60 HP 1800 rpm	1	\$ _____
75 HP 1800 rpm	1	\$ _____
100 HP 1800 rpm	1	\$ _____
100 HP 1200 rpm	1	\$ _____
100 HP 120/1800 rpm	1	\$ _____
100 HP 900/1200 rpm	1	\$ _____
125 HP 1800 rpm	1	\$ _____
150 HP 1800 rpm	1	\$ _____
200 HP 1800 rpm	1	\$ _____
250 HP 1800 rpm	1	\$ _____
300 HP 1800 rpm	1	\$ _____

Horizontal with Ball Bearings

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
25 HP 1800 rpm	1	\$ _____
50 HP 1800 rpm	1	\$ _____
75 HP 1800 rpm	1	\$ _____
100 HP 1800 rpm	1	\$ _____
125 HP 1800 rpm	1	\$ _____
150 HP 1800 rpm	1	\$ _____

Sleeve Bearings

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>
25 HP 1800 rpm	1	\$ _____
50 HP 1800 rpm	1	\$ _____
75 HP 1800 rpm	1	\$ _____
100 HP 1800 rpm	1	\$ _____
125 HP 1800 rpm	1	\$ _____
150 HP 1800 rpm	1	\$ _____

Total Bid-----\$ _____

The bidder agrees that, if awarded the contract, he can begin rewinding motors within _____ days after the date of such award and that thereafter motors will be picked up within _____ days after receipt of each release order.

Well & Pump Services

The undersigned hereby proposes to furnish well and pump services as specified above at the following rates:

A. Well and deep set pump service

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
Set Up	5	\$ _____	\$ _____
Hourly Rate	100	\$ _____	\$ _____

B. Short coupled turbine pump service

Set Up	5	\$ _____	\$ _____
Hourly Rate	100	\$ _____	\$ _____

Total for A & B -----\$ _____

The bidder agrees that, if awarded the contract, work can begin within _____ days after the date of such award.

Electrical Wiring

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
250 Hours	\$ _____	\$ _____

Mark up charged for materials for this contract period: _____%

Person, Firm, or Corporation

Authorized Signature and Title

**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

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 _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/09)

Subcontractor/Leased Operator of Equipment Detail Form
City of Rockford

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information		Type of Work Supplied	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the work the subcontractor/leased operator will perform for this contract.			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			

The bidder intends to Subcontract/Lease Operators of Equipment for _____ % of the total contract with MBE/WBE firms.

Signed _____ Title _____ Date _____

**Supplier Detail Form
City of Rockford**

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information Please provide business name and address, and a contact person.	Type of Product Supplied Describe the product the supplier provides for this contract.	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

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

Signed _____

Title _____

Date _____