



Carrie Eklund  
Central Services Manager  
Finance Department

**REQUEST FOR PROPOSALS  
MILLENNIUM FOUNTAIN OPERATION AND MAINTENANCE  
RFP NO.: 513-W-069**

5/22/13

Name of Proposing Firm: \_\_\_\_\_  
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**RFP Opening Time and Date 11:00 a.m., Local Time, Wednesday, June 12, 2013**

*Proposals 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. RFP Opening Date and Time
2. Title of Job
3. RFP Number

**RETURN PROPOSALS TO:**

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

***PROPOSALS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**PROPOSAL RESULTS:**

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

**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, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.***

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

### **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

### **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature
Title
Firm

Our firm is a:

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

(Revised 12/21/09)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## MILLENNIUM FOUNTAIN OPERATION & MAINTENANCE

### 1.0 Overview

- 1.1 The City of Rockford, Illinois seeks proposals from qualified firms, hereinafter referred to as “vendor,” to provide all personnel, materials and services necessary to provide Fountain Operation & Maintenance Services for the City’s Millennium Fountain. Fountain Operation & Maintenance includes but is not limited to the maintenance, repair, cleaning and operation of the Millennium Fountain. This includes all labor, equipment, supplies and materials. The vendor shall also provide to the City recommendations for operational improvements and replacement/repair of equipment when appropriate.
- 1.2 The Millennium Fountain must be operated from Memorial Day to Labor Day every year. The Fountain must be cleaned and equipment must be checked to ensure proper operation before Memorial Day. After Labor Day the Fountain must be drained, cleaned and winterized.
- 1.3 The fountain is set on a timer. Normal operating hours of the Fountain are: 7:00 a.m. to 9:00 p.m. every day. Lights stay on 24 hours. During windy conditions the fountain has an auto shut off.
- 1.4 Grounds maintenance is performed by the Rockford Park District and is NOT included in this Request for Proposal.

### 2.0 General Requirements

- 2.1 **Firm Qualifications.** No contract shall be awarded except to responsible firms capable of providing the class of service described. Firm should have a minimum of 5 years of experience in fountain operations or experience in operating pools, water treatment equipment, plumbing and irrigation system operations as deemed adequate by the evaluation committee.
- 2.2 **Evaluation of Proposals.** An evaluation team will be used to review all submitted proposals using set criteria. This evaluation team may consist of the City Administrator, Public Works Director, Water Superintendent, Financial Analyst and additional staff as needed.
- 2.3 **Evaluation Criteria.** The evaluation committee will rate the proposals based on the criteria outlined below with the assigned point values (out of 100).
- Credentials and related experience (20)
  - Cost (50)
  - Quality and completeness of proposal (10)
  - Operations plan (20)
- 2.4 **Firm Interview.** The evaluation committee may conduct interviews to assist in the evaluation process.
- 2.5 **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:

- 2.5.1 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 Vendors, 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).
- 2.5.2 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 Vendors, 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).
- 2.5.3 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.
- 2.5.4 Workers Compensation. Vendor 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.
- 2.5.5 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 Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

**2.6 Term of Contract.** The contract with the successful vendor shall be for a period of three years from the date of award. In addition, both parties have the option to extend the contract for up to two additional one-year extensions (total of 5 years). Any changes in pricing shall be requested in writing to the Central Services Manager, 60 days prior to contract expiration. The City may or may not accept a requested price adjustment.

**2.7 Contacts.** Prior to the award of the contract to the successful vendor, prospective vendors shall contact Anne Wilkerson, Financial Analyst at (815) 987-5741 or [anne.wilkerson@rockfordil.gov](mailto:anne.wilkerson@rockfordil.gov). Questions shall be received in writing until May 20, 2013.

**3.0 Specific Requirements.** The following requirements have been developed by the City of Rockford Water Division based on experience and the Fountain Operations & Maintenance Manual. Portions of the manual have been reproduced herein and are reference below. Additionally, Enclosure 1 (M-1 Fountain General Equipment Lay-Out and Piping Plan) and Enclosure 2 (M-2 Basin Plans and Sections) are included in this request for Proposal. The entire Fountain Operations & Maintenance Manual is available for inspection.

### **3.1 Pre-Season Cleaning & Inspection**

3.1.1 Vendor will complete Pre-Season Cleaning & Inspection at least 1 week prior to Memorial Day according to Attachment 1 – General Inspection List.

3.1.2 Vendor will coordinate installation of the water meter and turning on water with Jennifer Jackson (815) 961-2403, Water Service Coordinator, Rockford Water Division. Water Division personnel will install the water meter prior to filling the Fountain with water.

3.1.3 Vendor will fill the Fountain according to Attachment 2 – Pool Fill Sequence.

### **3.2 Pre-Season Start-Up**

3.2.1 Vendor will begin Pre-Season Start-Up 1 week prior to Memorial Day.

3.2.2 Vendor will follow the Sequence of Operation (Attachment 3 – Sequence of Operation) before starting any equipment, will visually inspect all equipment, and make all necessary repairs.

3.2.3 Vendor will follow Fountain Start-Up Procedures according to Attachment 4 – Fountain Start-Up Procedures (Filtration System) when starting the Fountain.

3.2.4 Vendor will test the bromine feed system (used for disinfection) to ensure it is working properly. Bromine levels should be maintained between 3 and 5 parts per million.

3.2.5 Vendor will test the pumping systems to ensure proper operation. Pumps will be adjusted to attain water height of approximately 5 to 6 feet (upper fountain) and 10 to 12 feet (lower fountain).

- 3.2.6 Vendor will check pump timers to ensure pumps are operating from 7:00 a.m. to 9:00 p.m. every day.
- 3.2.7 In the event that any equipment associated with the operation of the Fountain is not working properly, the vendor will develop a plan to repair that equipment. The plan (including equipment and labor cost estimates) will be presented in writing to the Water Division Production Section Maintenance Supervisor, Ted Roethle (779 537-2491). Vendor must receive written approval before proceeding with any repairs.

### **3.3 Daily Operational Check**

- 3.3.1 Vendor will perform all daily, weekly, and monthly Scheduled Maintenance according to Attachment 5 – Scheduled Maintenance.
- 3.3.2 Vendor will check the differential pressure of the filter system and record the reading on the chart kept at the Fountain. Vendor will backwash the filter when the differential pressure exceeds 8 p.s.i.
- 3.3.3 Vendor will test the Bromine concentration of the water in the Fountain every day and record the concentration on the chart kept at the Fountain.
- 3.3.4 Vendor will read the water meter and record the meter reading every day on the chart kept at the Fountain.

### **3.4 Winterization and Shut-Down**

- 3.4.1 Vendor will coordinate with Rockford Water Division and Rockford Park District during winterization of the irrigation system. Water Division personnel will remove the water meter and turn off the water at the cut-off box.
- 3.4.2 Vendor will perform Winterization and Shut-Down of the fountain according to Attachment 6 – Winter Operation / Outdoor Fountains.

## **4.0 Proposal Requirements**

- 4.1 A brief description of the firm.
- 4.2 Reference list including similar work and any municipal clients within the State of Illinois.
- 4.3 Resumes of personnel who would be key contacts for the City of Rockford.

## **4.4 Operations Plan**

- 4.4.1 Provide a plan to operate the fountain according to the Specific Requirements presented above including staffing requirements, estimated time to perform each major task, and any other information deemed important.

**4.5 Cost Proposal**

4.5.1 Provide a cost proposal that includes a breakdown of hours and costs associated with each of the following tasks.

Task 1 - Pre-Season Cleaning & Inspection

Task 2 - Pre-Season Start-Up

Task 3 - Daily Operational Check

Task 4 - Winterization and Shut-Down

**4.6** Submit an original and four copies of the entire proposal.

## GENERAL INSPECTION LIST

Please refer to individual manufacturer's instruction for specifics.

### At the pool check:

1. The nozzle spray height and pattern -- clean and adjust as necessary.
2. Lighting fixtures for accumulation of debris, algae growth, burned out lamps, and misalignment -- replace burned out lamps carefully and clean and adjust as necessary. Also check electric cords for signs of wear and replace when necessary.
3. Water level control sensors for accumulation of debris -- adjust and clean as necessary.
4. The elevation of the "operating" water level of each pool, particularly the lowest collection pool in relation to the nozzle(s), overflow(s), skimmer(s), etc. "Operating" water level when display pump(s) are on, and "static" water when display pump(s) are off, can vary significantly. Most fountains will operate at a 16" to 18" operating water depth with a 4" to 6" freeboard (the distance from the top of the water to the top of the pool wall) -- adjust and correct as needed.
5. Standpipe and sidewall overflows for debris and build up -- clean and adjust as needed. **IF BLOCKAGE OCCURS AT THE OVERFLOW, FLOODING COULD OCCUR.** Also check to insure that the static water level is at a lower elevation than the overflow.
6. All pump suction points, including grates, screens, anti-vortex plates sumps and skimmers -- clean as necessary. **BLOCKAGE OF A SUCTION POINT MAY CAUSE SERIOUS PUMP PROBLEMS.**
7. The pool floor and walls -- clean as necessary.
8. Check valves for not seating properly -- clean as necessary.

**At the equipment room check:**

1. GFCI (Ground Fault Circuit Interrupter) and test for proper operation -- replace as necessary.
  2. Low water cut off for proper operation - clean, adjust or replace as necessary.
  3. Motor starter -- adjust or replace as necessary.
  4. Motor and bearings -- adjust, lubricate, or replace as necessary.
  5. Pumps and seals -- adjust, lubricate, or replace as necessary.
  6. Contactor and relays -- adjust and clean as necessary.
  7. Strainer -- remove and clean as necessary.
  8. Check valves -- clean as necessary.
  9. Chemical feed -- reload chemicals, adjust or replace monitoring and/or metering system as necessary.
  10. Filter tank for a pressure increase of 10 to 12 psi and spray filter element with water pressure, to clear.
-

## POOL FILL SEQUENCE

**NOTE:** For initial fountain start-up (each season), it is necessary to fill the fountain full at all levels, to the point of overflow. Open the 'manual fill' valve located on the lower horizontal portion of the fill manifold piping, for a shorter fill time. After initial pool fill and start-up, water make-up can be handled automatically, as described in paragraph 'B', below.

A. Open the (2) manual isolation valves (vertically mounted) on the "bypass loop" portion of the fill manifold to approximately one half open. The 'manual fill' valve (parallels solenoid valve) should remain closed.

B. At the control panel, place the "Fill Valve" rotary switch in the Auto. position.

C. Pool should begin to fill automatically, until water level in pool reaches the "operating" limit set by the upper limit of the RCOM-Series, water level / low level cutoff sensor.

NOTE: If necessary to bypass sensor unit to fill pool, place "Water Valve" rotary switch in the "Hand" (manual) position until proper water level is achieved. Be sure and resolve automatic fill issue.

**CAUTION:** *Never* leave the fill valve switch unattended in the manual position; it will not stop filling automatically.

## SEQUENCE OF OPERATION

Before starting any equipment, read this list completely. Visually inspect all equipment, and make all necessary repairs.

### AT POOL:

1. Visually inspect the pool for evidence of cracking or damage, including cracked fixture lenses and failed lamps. Repair pool cracks and replace fixture lamps, as necessary.
2. Check for correct alignment of nozzles and make necessary corrections.
3. Check for obstructions in the nozzles, drains and gutters. Clean all pool and lamp surfaces and remove all dirt and debris as necessary.
4. Check equipment sumps in both pools by displacing rock covering the grates, removing grates and cleaning the submersible pump suction screens and sumps, as required.

### AT VAULT OR EQUIPMENT ROOM:

1. Visually check all equipment and piping for physical damage. Repair or replace as necessary.
2. Visually inspect the RCOM-Series water level / low level cutoff sensor. Clean, repair, or replace as necessary.
3. Clean filtration pump basket strainer, replace the basket, and secure the hatches.
4. Visually inspect the cartridge filter. Replace the element when it becomes so saturated with dirt that it will no longer rinse clean and / or filtration quality with freshly cleaned element is substandard.
5. Refill the brominator.
6. Close all drain valves and open all appropriate isolation valves.
7. Manually fill the pools. After a visual inspection of the filter system, prime the filter pump and check for proper operation of the filter system. When the water level in the pool is near the operating level, return the makeup water control to automatic.
8. After the initial operational checks, place both "Display Pump" and "Filter Pump" H.O.A.'s in Auto position and set time clocks. If any unusual noises are heard, shut down the pump(s) immediately, isolate the source of the noise, and correct or repair as necessary.

9. Verify the proper operation of the lights. If any circuit breakers repeatedly trip, visually inspect the lamps on that circuit and dry out any fixtures with condensation in them. Replace any burned out lamps.

## **FOUNTAIN START-UP PROCEDURES (Filtration System)**

### **SAND FILTER (19" Dia.Tank)**

#### **1. Line Flushing / Pressure Test (Initial Start-up only)**

A. A newly constructed or refurbished system may have debris in the suction and/or discharge lines, such as pipe compound, oil, grease, gravel, dirt, etc. In order to protect the pump, valves, etc., all lines should be flushed, prior to operation of pumping systems.

B. It is also essential that all lines be pressure tested prior to system operation.

1. Water test pumping systems to 75 psi; system must hold for a minimum of 4 hours, with no pressure loss or noticeable leaks.

2. Caution, do not include equipment in tests which could be damaged by high pressure.

#### **2. Check and clean pump basket strainer:**

A. This is accomplished by first closing the suction and discharge isolating valves in order to prevent flooding of the equipment room when the basket is opened. Be sure to first mark the positions of both the suction and discharge throttling valves for ease of re-setting. The basket is then opened, debris removed, and reclosed. Be sure to reset the suction and throttling valves after cleaning the strainer.

B. It is always a good idea to inspect the condition of the gasket on the lid of the strainer basket. If this gasket is damaged it could introduce air into the pump volute, causing the pump to cavitate or, in the extreme, lose its prime.

#### **3. Fill RSFJ-190, 19" Filter Tank with sand, as follows:**

A. Remove the dial valve. Inspect the standpipe system to assure that it is properly assembled. (Press firmly and sharply on bottom of standpipe to make sure that it is securely seated at the bottom of the tank).

B. Place standpipe cover on standpipe to prevent entrance of any sand.

C. Fill tank approximately 1/2 full of water. This will eliminate undue stress to underdrain laterals.

D. Thread the stainless steel fasteners back into to brass inserts in filter tank neck, to prevent sand from filling these threaded openings!

E. Carefully fill tank with recommended amount (200 lbs. For 19" tank) of #20 silica sand (not included). Be sure that standpipe remains centered while pouring sand. Be sure sand is level.

F. Remove cover from standpipe.

G. Carefully remove all sand particles from valve mounting location, being especially careful of O-ring seat.

H. Re-install the filter dial valve.

4. **Clean fountain pool(s)** and fountain equipment area/skids, thoroughly.

5. **Fill fountain pool** to proper level (Pool full at the bottom of overflow drain).

6. **Reset Buttons:**

A. Depress red "Low Level Reset" push-button, if red pilot light is illuminated, and it should go out. (Pump cannot run with red reset tripped).

B. Note: If for no apparent reason, the pump fails to start, the motor overload may be tripped. Turn the main disconnect switch to the 'Off' position, and check inside the Control Panel. To reset the overload, press the small plunger/button labeled "Reset" mounted on the face of the solid state motor overload block and this should resolve the problem. Also, check the amp value setting on the incremental dial of the overload and insure that the value set is higher than the motor nameplate amps listed on the pump motor for the operating voltage.

7. **For Initial Filter Start-up (w/ new sand):**

A. Check the PVC ball valve on the 1 1/2" backwash line to waste, and set position for approximately 50% open.

B. Open manual suction valve and verify that strainer pot fills with water (for systems with flooded-end pump condition).

C. Set dial valve to DRAIN position.

D. **Prior to actually starting pump, it is very important to verify the direction of rotation of the pump motor (3 phase units, only) to avoid possible pump damage.**

E. At control panel, locate the rotary switch for the "Filter Pump" and place switch in the "Hand" (manual) mode for approximately 2 seconds; just long enough to view shaft rotation. As viewed from the end of the motor, the shaft should rotate in a clock-wise direction. \* If incorrect, re-phase motor and re-test.

NOTE: End of motor shaft can be viewed by first carefully prying off the bearing cover using a thin straight blade screwdriver; replace cover once rotation is verified.

F. At control panel, place "Filter Pump" rotary switch in the "hand" (manual) position, to start pump.

G. Once good flow has been established, continue pumping for 2-3 minutes, or until waste

water is clear.

H. Stop the pump. Set dial valve to BACKWASH and restart pump.

I. Observe the waste water. When flow becomes clear (approximately 2 to 3 minutes), stop pump.

J. Set dial valve to RINSE, restart pump and allow it to run 20 seconds. Stop pump.

K. Set dial valve to FILTER.

L. Place "Filter Pump" switch in "Auto" position to restart pump. NOTE: Timer must be set for 'ON' time to start pump in 'Auto' position; If not, place the "Filter" pump switch in manual position, temporarily. Refer to Section 3, for timer setting instructions.

M. Backwash the filter again when pressure reads between 8-10 p.s.i. (as read on pressure gauge dial) over the original starting pressure.

**FILL THIS INFO IN, FOR YOUR RECORD:**

**ORIGINAL STARTING PRESSURE IS \_\_\_\_\_ P.S.I.**

N. The initial starting procedure has been completed.; After original start-up, any additional attempts to operate system can be more abbreviated, by simply starting pump with filter dial valve in the FILTER position, after checking suction basket and verifying that suction and discharge valves are open.

## (B) SCHEDULED MAINTENANCE

### DAILY

#### AT POOL:

1. Check pool bottoms and drains for accumulation of debris. Clean as necessary. See Filtration System section.
2. Check nozzles for obstructed orifices (water stream is erratic, misshaped or significantly less volume than other identical nozzles, or does not reach its normal height). Visually inspect the nozzle when the fountain is turned off to determine the cause of the obstruction. For bronze or brass nozzles use a wire hook to remove soft material obstructions, or remove the nozzle and back out any solid obstructions.
3. Wipe down or vacuum pool surfaces to remove accumulation of dirt and slime.
4. Check nozzle alignment. Adjust, if necessary (a vandal may have tampered with or misaligned a nozzle).
5. Check lighting fixtures for burned out lamps. Replace as necessary. See Lighting System section for instructions on lamp changing. Extreme hazard exists.
6. Check the water level for proper height and adjust as needed.

#### AT VAULT OR EQUIPMENT ROOM:

1. Listen for unusual noises or for pump(s) running roughly. Isolate source of noise. If noise is coming from a motor or pump, shut down the motor immediately and correct the cause of the noise. See Pumping System section.
2. Check temperature of pump bearings for unusual heating. Check for proper lubrication. Replace bearings, if worn.
3. Check and record the pressure readings at the display pump for suction and discharge. If a change is noted, check basket strainer, suction sump or suction line for blockage.
4. Check and record the pressure readings at the filter pump. If a change is noted, check basket strainer, suction sump or suction line for blockage.

5. Check filter gauge and clean element if the pressure gauge reading is 10 to 12 psi more than the normal (or cleaned) reading. Check filter a minimum of once per week for proper pressure reading. More frequent checks / cleaning might be necessary right after the first filling. See Filtration System section.
6. Check bromine feed system for proper operation. Refill with bromine sticks or tablets, as needed.

### WEEKLY

#### AT VAULT OR EQUIPMENT ROOM:

1. During the normal operating season, clean the cartridge filter at least once a week. See Filtration System section.
2. Keep filter pump motor clean and ventilation openings clear of dust, dirt, or other debris.
3. Lubricate motor per instruction plate on units. (Excessive lubrication may damage a unit. Do not over-grease.)

### MONTHLY

#### AT VAULT OR EQUIPMENT ROOM:

1. **GROUND FAULT INTERRUPTING (GFI) CIRCUIT BREAKERS** - Test each receptacle once each month by pushing the test button on the unit. If the breaker trips, it is operating correctly. The breaker should then be manually reset and normal operation for that lighting circuit resumed.
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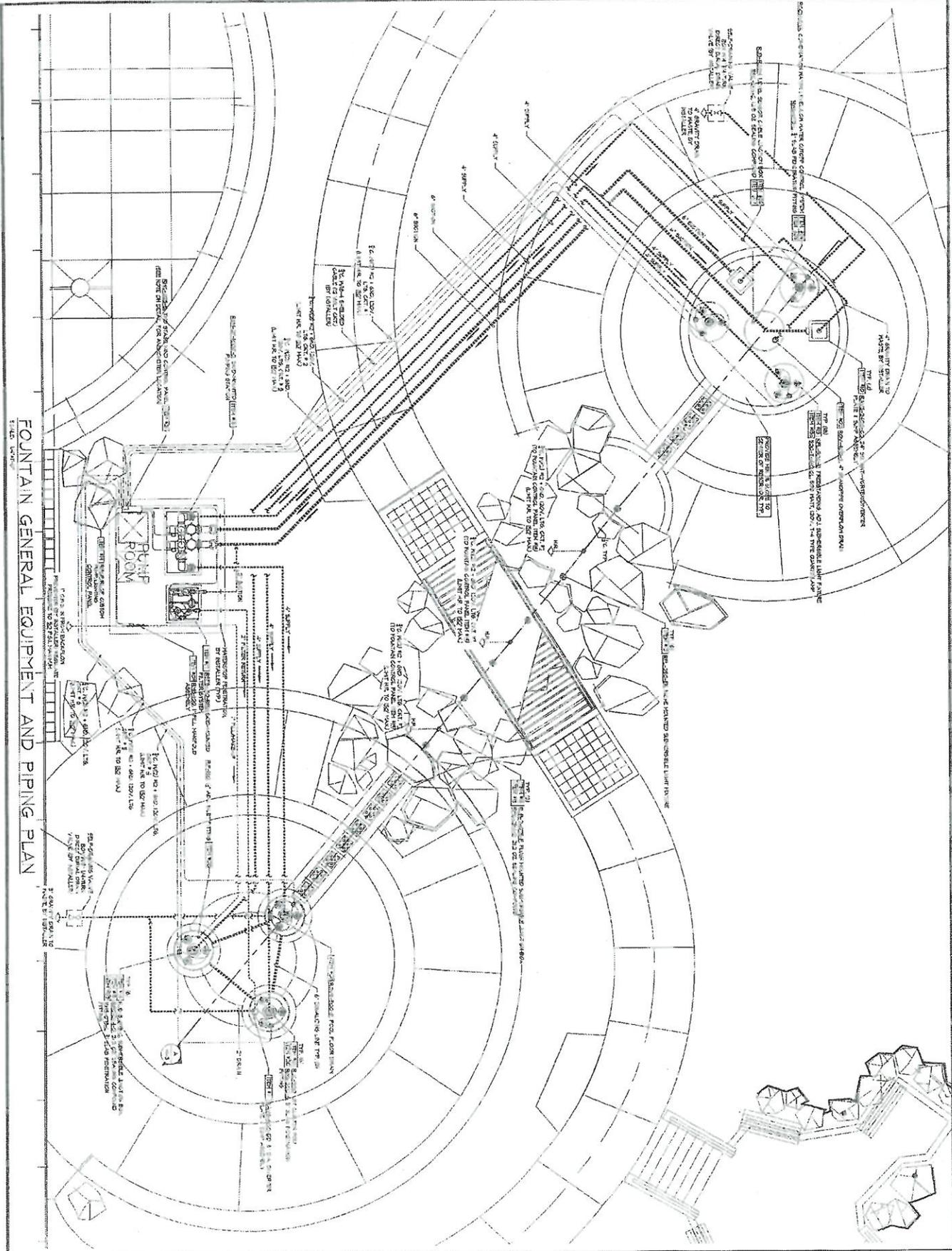
## **© SUGGESTED WINTER OPERATION / OUTDOOR FOUNTAINS**

The best solution to cold weather operation is to close down the fountain for the season. Calm water freezes very early in the season, and even agitated water will freeze at a very low temperature.

During freezing weather, there is extreme risk of water freezing in pipes which will cause ruptures in the lines. The fountain lights will be damaged in the same manner.

We recommend the following fountain shut-down procedure to be followed prior to the arrival of cold weather.

1. Drain all water from the pool, piping or any container with water. When water freezes, it will expand and distress its container.
2. Drain all spray rings in the pool by removing the flush out plugs located on the bottom side of the ring.
3. Remove all fountain lighting fixtures and store to prevent damage to lenses and to electrical cables.
4. Remove all piping, jets, spray rings and pumps and store in a protected area.
5. Plug all cord seals and secure junction box covers.

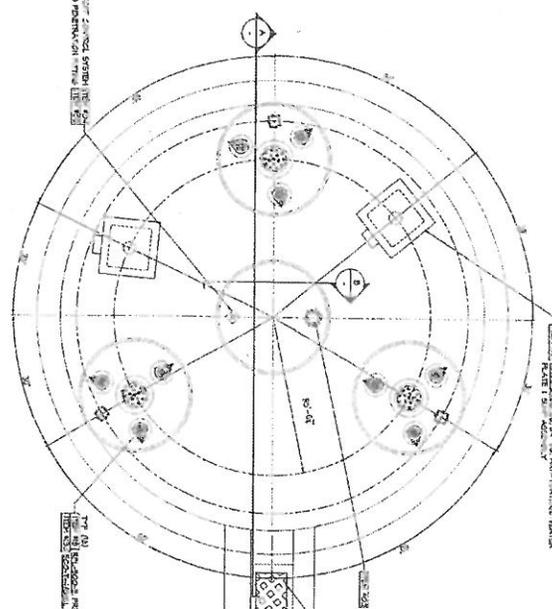


FOUNTAIN GENERAL EQUIPMENT AND PIPING PLAN

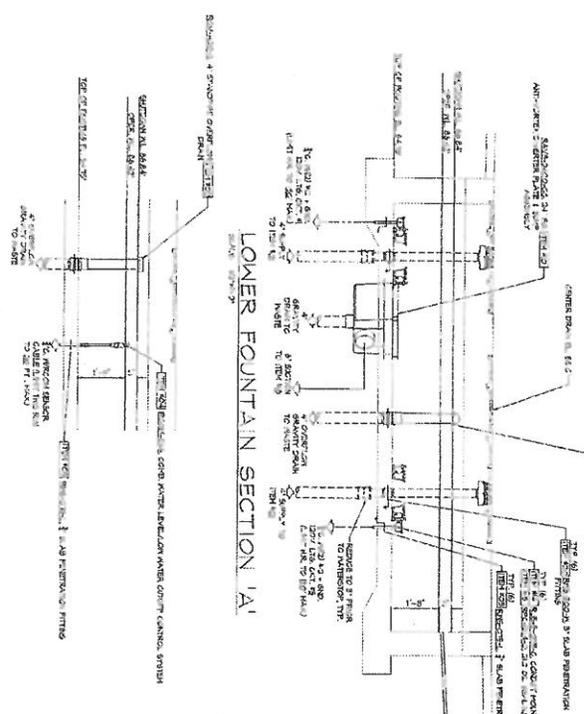
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	PROJECT NAME	ROCKFORD 2000 MILLENNIUM FOUNTAIN
M-1	PROJECT LOCATION	ROCKFORD, ILLINOIS
	PROJECT OWNER	FOR ROCKFORD 2000 ALLIANCE
M-1	PROJECT ARCHITECT	...
	PROJECT ENGINEER	...
M-1	PROJECT CONTRACTOR	...
	PROJECT DATE	...

ROCKFORD 2000 MILLENNIUM FOUNTAIN  
 ROCKFORD, ILLINOIS  
 FOR ROCKFORD 2000 ALLIANCE



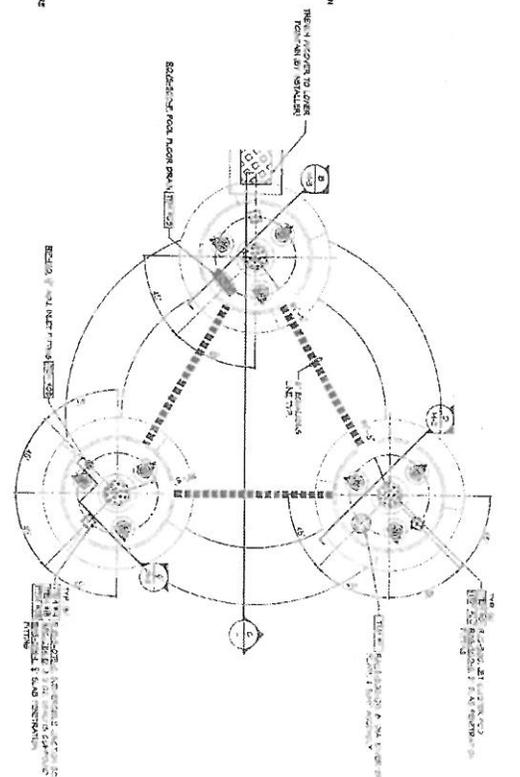


**LOWER FOUNTAIN WATER STORAGE TANK PLAN**  
SCALE: 1/8" = 1'-0"

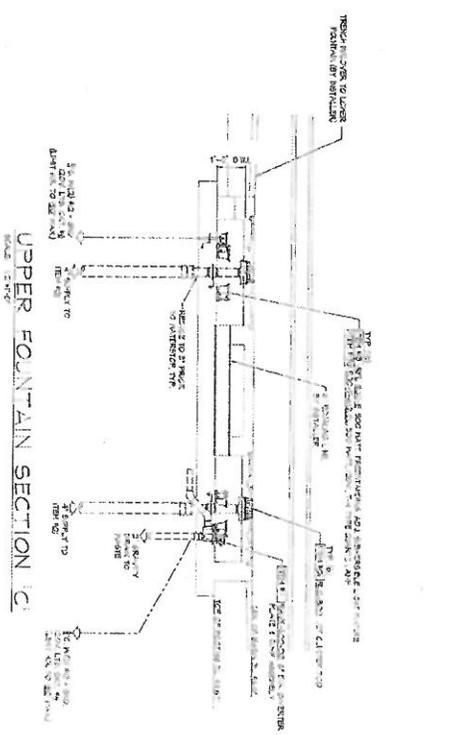


**LOWER FOUNTAIN SECTION 'A'**  
SCALE: 1/8" = 1'-0"

**LOWER FOUNTAIN SECTION 'B'**  
SCALE: 1/8" = 1'-0"



**UPPER FOUNTAIN PLAN**  
SCALE: 1/8" = 1'-0"



**UPPER FOUNTAIN SECTION 'C'**  
SCALE: 1/8" = 1'-0"

**ROCKFORD 2000 MILLENNIUM FOUNTAIN**  
**ROCKFORD, ILLINOIS**  
**FOR ROCKFORD 2000 ALLIANCE**



NO.	DESCRIPTION	DATE	BY	CHKD.
1	AS BUILT	11/11/00	...	...
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