



Finance Department
Central Services Division

**INVITATION TO BID
END LOADER
BID NO.: 516-PW-055**

5/10/16

Name of Bidding Firm: _____
Address _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Thursday, June 2, 2016

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

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

BID RESULTS:

Bid results may be obtained by telephone at (779) 348-7164, 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 the City's current Certified Payroll reporting system. No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

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. Compliance with Stormwater Management Ordinance and Environmental Consent Decree. Contractor must comply with the City's Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that the vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be 12/31/2022. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that the vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine.

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

Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

| | | | |
|----------|-------|------|-------|
| Addendum | _____ | Date | _____ |
| Addendum | _____ | Date | _____ |
| Addendum | _____ | Date | _____ |
| Addendum | _____ | Date | _____ |
| Addendum | _____ | Date | _____ |

Person, Firm or Corporation

Authorized Signature and Title

Acknowledgement of Stormwater Management Ordinance and Environmental Consent Decree

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and Environmental Consent Decree. Both documents can be found on the City of Rockford website at <http://rockfordil.gov/public-works/engineering-cip/stormwater.aspx>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Environmental Consent Decree and agree to comply with the terms outlined therein.

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, 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.

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)

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 | | | | | | | | | |
| | | | | | | | | | |

or

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at 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 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 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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.

³ 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.

⁴ 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 2.

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

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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| 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 ⁴ |
| 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 Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

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. commonwealths and 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.

End Loader
Bid No.: 516-PW-055

1.0 Purpose

It is the purpose of these specifications to describe (1) one 4-wheel drive hybrid end loader required by the City of Rockford. It shall include all accessories, including items necessary for compliance with all applicable OSHA safety regulations, complete and ready for operation.

2.0 General Requirements

- 2.1 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.
- 2.2 Evaluation Team: A team composed of staff from the Finance and Public Works departments shall evaluate each bid.
- 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. A responsible bidder has the integrity and reliability to fully perform all contract requirements and assure good faith performance.
- 2.5 Questions: All questions regarding these specifications should be directed to Carrie Eklund, Central Services Manager, at (779) 348-7467 or carrie.eklund@rockfordil.gov.
- 2.6 Delivery Date: The successful bidder must deliver the end loader as specified in this document. Equipment must arrive to the ordering agency in good working order, within ninety (90) working days from the date of receipt of the purchase order issued by the agency. Exceptions from this delivery date must be listed in the bidder’s response. Should circumstances arise which affect the delivery date, the vendor shall contact the Equipment Services Supervisor to request a change in the delivery date. Changes will be approved at the discretion of the City of Rockford.
- 2.7 Liquidated Damages: Failure to deliver the completed vehicles within the time frame outlined in the vendor’s bid response will result in the assessment of liquidated damages. Damages will accrue in the amount of \$50 per business day beyond the delivery date. Damages will be deducted from payment issued by the City from the final invoice submitted for payment.
- 2.8 Manuals. A line setting sheet and manual(s) containing operating and servicing instructions for the equipment shall be provided with each unit. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for the equipment, including its components. Necessary warnings and safety precautions shall be included. In addition, technical (shop) manual(s) containing illustrated parts lists and a complete set of technician repair manuals for the entire unit including wiring diagrams and hydraulic schematics

supplied with the equipment shall be provided. This can be supplied in paper manuals or in electronic format (on CD in Microsoft Word or PDF format).

- 2.9 Vendor's Warranty. At a minimum a three (3) year warranty on parts and a one (1) year warranty on labor will be provided.
- 2.10 Training. The selected vendor will be required to provide on-site training for City of Rockford employees on the use of the vehicles for no additional cost. Training will be scheduled upon mutual agreement of both parties.
- 2.11 Exceptions. Please list all exceptions.

3.0 Minimum Requirements

3.1 Engine

- 3.1.1 Six Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer
- 3.1.2 Engine shall be certified to EPA Interim Tier 4/EU Stage IIIB emissions
- 3.1.3 The engine will used cooled Exhaust Gas Recirculation (EGR) to meet emissions for 130-559 kw (175-749 hp) EPA/CU Interim Tier 4/State III B
- 3.1.4 Engine will not require the use of Diesel Emission Fluid (DEF/SCR) to reduce NOx and to meet emissions for 130-559 kw (175-749 hp) EPA/EU Interim Tier 4/Stage III B
- 3.1.5 Engine shall have wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design and for improved ease of reparability
- 3.1.6 Engine displacement shall be no less than 6.8 liters (415 cu. in.)
- 3.1.7 Engine net peak power shall be no less than 229 hp (171 kw) @ 1700 rpm
- 3.1.8 Fuel system shall be high-pressure, common rail
- 3.1.9 Automatic glow plugs cold start aid with activation based on fuel temperature below -5 degrees Celsius (23 degrees Fahrenheit)
- 3.1.10 The engine shall run at a maximum constant RPM of 1800, in order to enhance fuel economy and to minimize noise and engine emissions
- 3.1.11 The constant engine speed can be reduced from the maximum of 1800 RPM for applications where maximum productivity and power is not required and in order to further enhance fuel economy, minimize noise and reduce engine emissions
- 3.1.12 Daily check points shall be accessible from one side of the engine and shall be done from ground level
- 3.1.13 Under-hood engine air cleaner shall be dry type, dual element with a restriction indicator and in-cab monitor. Must be able to access air cleaner without tools
- 3.1.14 The engine shall have Air Intake System with Centrifugal Pre-cleaner for heavy airborne debris or dust
- 3.1.15 Loader shall have engine muffler with chrome exhaust stack
- 3.1.16 Access to engine will be open from both sides with side opening, full-access service doors
- 3.1.17 Service interval for the engine oil and filter shall be 500 hours
- 3.1.18 The unit shall have an auto-idle, auto-shutdown feature for the engine as standard equipment in order to save fuel, reduce wear on hydraulic and power train components and to reduce unnecessary machine hours. This feature also fulfills idling laws in non-attainment areas

3.2 Cooling.

- 3.2.1 Unit shall have a proportionally controlled, hydraulic driven, 90 degree swing out fan, standard equipment
- 3.2.2 Automatic reversing fan to clean coolers of accumulated debris, with monitor adjustable 20-40 minute time increments and menu option to manually active a reverse cycle
- 3.2.3 The unit will have two-sided access to all coolers
- 3.2.4 Air intake shall be pre-screened, 12 inches (3mm) perforations for each cooling component

- 3.2.5 Cooling system shall be isolated from the engine compartment
- 3.2.6 Unit shall have a coolant recovery tank provided
- 3.2.7 Unit shall have a fan guard
- 3.2.8 Engine coolant block heater
- 3.2.9 Engine coolant should be easily checked by see-through overflow tank with a service interval of 6,000 hours

3.3 Power Train.

- 3.3.1 Operator adjustable coast control feature enables the operator to select the amount of dynamic braking exhibited by the electric drive system
- 3.3.2 Unit shall have a 4 speed Hybrid-Electric drive with 4 forward, 4 reverse speeds
- 3.3.3 The transmission shall be electronically modulated, adaptive and load and speed dependent
- 3.3.4 Shift modes shall be automatic 1-4 forward and reverse, and automatic 2-4 forward and reverse with a manually activated switch for kick down or kick up/down
- 3.3.5 Service interval for the transmission oil and filter shall be 2,000 hours
- 3.3.6 The transmission clutch calibration shall be engageable from the cab monitor as required, but at a minimum of 2,000 hour service intervals, after an initial 500 hour service
- 3.3.7 Maximum flow hydraulics shall be available at all times due to constant engine RPM
- 3.3.8 Unit shall have steering column or joystick mounted F-N-R and gear-select lever, kick down button on hydraulic lever. Will also have quick shift feature that allows push button gear changes, one gear at a time
- 3.3.9 Sight gauge showing transmission fluid shall be at ground level
- 3.3.10 Transmission filter restriction shall be displayed on the in-cab monitor display
- 3.3.11 The transmission shall be able to reach 24.9 mph (4.0 km/h) in 4th range, in both forward and reverse, with 23

3.4 Axles/Brakes.

- 3.4.1 I drives shall be heavy-duty inboard planetary
- 3.4.2 The loader shall have two brake pedals with clutch cutoff activation on each pedal
- 3.4.3 The service brakes shall be hydraulically applied, inboard sun shaft mounted, self-adjusting disc, sealed from water, mud and dust contamination
- 3.4.4 Each brake disc pack shall have easy access for visual inspection
- 3.4.5 The parking brake shall be automatic spring applied, hydraulically released, transmission integrated, oil-cooler, multi-disc and sealed from water, mud and dust contamination
- 3.4.6 Axle breathers shall be elevated to reduce contamination
- 3.4.7 Rear axle oscillation, stop to stop shall be 26 degrees, equipped with 23.5R25 radial tires and shall be maintenance free (greaseless)
- 3.4.8 The axle dipstick port and housing fill point at the top of the axle provides ground level service
- 3.4.9 The front and rear axles shall have an operator activated hydraulically actuated disc clutch locking differential for additional traction with less tire wear than limited slip or no-spin differentials
- 3.4.10 For maximum traction, the loader shall have front and optional rear hydraulic differential lock axles

3.5 Hydraulic System.

- 3.5.1 Ride control system with full "ON" and adjustable automatic mode with operator selectable speed activation range from 2-15 mph (3-24 km/h) to provide smooth ride, minimize material spillage and reduce excessive wear on machine pin joints
- 3.5.2 The hydraulic filter shall be in-tank, vertical mounting with service interval of 4,000 hours for oil and filter
- 3.5.3 The hydraulic system shall use 10W-30 engine oil (or temperature range equivalent) as standard fluid so that special hydraulic oils are not required
- 3.5.4 The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid cooling compared to open center hydraulic systems

- 3.5.5 Hydraulic tank capacity shall be no less than 28 gallons (108L) for extended hydraulic fluid service intervals and cooler system temperatures
- 3.5.6 Unit will be provided with automatic return-to-dig to level attachment
- 3.5.7 Unit will be provided with an in-cab adjustable automatic boom return-to-carry control
- 3.5.8 Unit will be provided with an in-cab adjustable automatic boom height kick out control
- 3.5.9 A sight gauge will be provided for checking hydraulic reservoir fluid
- 3.5.10 Hydraulic pump shall be variable-displacement, load sensing, axial-piston pump
- 3.5.11 The hydraulic system shall be closed-center and pressure compensating to improve multi-functioning capabilities
- 3.5.12 Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction

3.6 Electrical.

- 3.6.1 Electrical corrosion prevention protection for corrosive environments, such as salt handling, shall be provided on loader
- 3.6.2 24 volt system includes two 12-volt, 950 CCA, 200 min rated reserve batteries
- 3.6.3 The electrical system shall have a 130 amp alternator
- 3.6.4 The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches
- 3.6.5 The unit shall have a keyless starting system with configurable security settings
- 3.6.6 The unit shall be provided with a master electrical disconnect switch
- 3.6.7 The cab will be pre-wired for rotating beacon/strobe light
- 3.6.8 The in-cab switch pad shall be sealed to keep out dirt, dust, moisture and airborne debris
- 3.6.9 Unit shall be equipped with driving lights with guards, turn signals and flashers, stop and tail lights. The tail lights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine
- 3.6.10 Unit shall be equipped with simulated analog gauges for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature and engine oil pressure
- 3.6.11 Unit shall have digital readout for: engine rpm, odometer, transmission gear indicator, speedometer, hour meter, fuel level, average fuel consumption and exhaust filter restriction level
- 3.6.12 Unit shall have operator warning light for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, axle oil temperature overheat and hydraulic oil temperature overheat
- 3.6.13 The monitor should have the capability to access all Diagnostic Trouble Codes (DTCs) for the machine without the use of any laptop or special access
- 3.6.14 For electrical system diagnostic trouble codes, detail information for connector numbering, wire number and color, and electrical schematic section information shall be provided without the need for a laptop or special connection
- 3.6.15 The monitor shall be able to show electrical sensor pressure, temperature and other diagnostic information
- 3.6.16 The monitor will allow a technician to activate a transmission clutch calibration procedure without the use of additional special tools or a laptop computer
- 3.6.17 The monitor will have the diagnostic capability to test electrical switches in the cab without the use of special tools
- 3.6.18 Machine shall be equipped with telematics system with capacity to report machine location, hours, fuel consumption and idle time and diagnostic trouble codes. This will enable the machine to be monitored remotely anywhere there is access to the web and includes a 3 year subscription in base price
- 3.6.19 The telematics system shall allow the owner to track specific operator performance and productivity (e.g. fuel consumed, idle time, ride control utilization) when Operator Security PINs are enabled and assigned

3.7 Operator Station.

- 3.7.1 Deluxe cab with air conditioner/heater/defroster and pressurizer
- 3.7.2 Front and rear intermittent windshield wipers and washers
- 3.7.3 AM/FM/WB radio with 24 volt to 12 volt, 8 amp converter
- 3.7.4 5 lb. multi-purpose fire extinguisher installed in the cab
- 3.7.5 Air suspension fabric seat
- 3.7.6 One inside and 2 outside rear view mirrors
- 3.7.7 The loader shall be equipped with canopy with ROPS/FOPS protection and be multiplane isolation mounted for noise/vibration reduction
- 3.7.8 A high visibility orange 3 in (76 mm) retractable seat belt shall be provided so that easy visual inspection of safe operator practice can be achieved
- 3.7.9 Steering column shall be tiltable
- 3.7.10 Hydraulic controls and switch pad integrated into adjustable armrest and travel vertically with seat
- 3.7.11 Operator shall have access to 3-point contact at all times at the front and rear of the loader and around the roof-line except for forward facing glass where platforms are provided
- 3.7.12 The cab shall have continuous and unobstructed glass from the roofline to floor for visibility in tight quarters
- 3.7.13 Cab shall be equipped with two cup holders, personal cooler holder, storage compartment, operator's manual and rubber floor mat
- 3.7.14 Cab shall have an integrated cycle counter switch allowing user to track up to five material categories and 9,999 cycles per category with the ability to reset

3.8 General Specifications.

- 3.8.1 The unit shall have environmental drains for the engine oil, transmission oil, hydraulic oil and engine coolant
- 3.8.2 The unit shall have fluid sampling valves for engine oil, engine coolant, transmission oil, hydraulic oil and axle oil
- 3.8.3 Front tires shall be covered with fenders positioned to reduce wheel spray onto cab windows and platforms
- 3.8.4 Unit shall be equipped with 23.5R25 1-Star L3 XHA2 Michelin tires with 3-piece rims
- 3.8.5 The counterweight shall be standard equipment
- 3.8.6 Unit shall be provided with a drawbar with locking pin
- 3.8.7 Unit shall have an articulation locking bar
- 3.8.8 Unit shall have lockable vandal protection for engine enclosures, right counterweight storage, battery box and fill points for engine coolant, hydraulic reservoir, transmission and fuel tank (cap and fuel door)
- 3.8.9 The unit shall be provided with a loader boom service locking bar
- 3.8.10 Loader shall have reinforced articulation joints with double tapered roller bearings
- 3.8.11 Fuel tank capacity shall be no less than 105 gallons (397 L) with ground-level fueling
- 3.8.12 Operating weight with standard equipment, 4.25 cu yd. (3.2 cu. m) GP bucket w/bolt-on edges, 25.5R25 L3 tires, ROPS cab, 175 lbs. (79.4 kg) operator and full fuel tank shall be no less than 40,435 lbs. (18.341kg)
- 3.8.13 Ground clearance under the loader shall be no less than 18.1 in. (461 mm)
- 3.8.14 Bucket breakout force shall be no less than 30,384 lbs. (13,782 kg) with manufacturers Z-Bar with pin-on 4.25 cu. yd. (3.2 cu. m) bucket w/bolt on edges and standard configuration
- 3.8.15 Loader shall have height to hinge-pin (fully raised) no less than 14 ft. 11 in. (4.54 m)
- 3.8.16 Machine tipping load at 40 degrees full turn with 4.25 cu. yd. (3.2 cu. m) pin on GP bucket, shall be at least 23,165 lbs. (10,508 kg)
- 3.8.17 Dump clearance at 45 degrees at full height shall be no less than 10 ft. 11.1 in. (3.33 m)
- 3.8.18 Reach at 45 degrees dump, 7 ft. clearance shall be no less than 6 ft. 9.1 in. (2.06 m)

3.9 Frame and Structures.

- 3.9.1 Machine front frame shall be of a 4-plate design of four vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle. The design is superior to the two-plate frames
- 3.9.2 Loader bucket bell-crank linkage shall be fabricated of high strength steel for increased durability and strength over castings
- 3.9.3 Wheel loader shall have a clear, non-conductive polymeric resin coating to inhibit corrosion on steel, stainless steel, copper, brass, bronze, aluminum, galvanized metal, zinc and other metal alloys. The coating will protect and help preserve the gloss of painted surfaces from U.V. damage and environmental oxidation caused by acid rain, sun, moisture and other acidic chemicals.
- 3.9.4 The coating shall protect painted and bare metal surfaced from highly corrosive chemicals such as salt, salt air, urea, fertilizers, potash, lime, chlorides and acids. The coating may be used on painted surfaces, fiberglass, metal surfaces, electrical panels and connections, radiators, inner coolers, hoses, mechanical connections and plastic surfaces. The coating will be U.V. resistant, thermally stable to 350 degrees F with flex with the host substrate below zero degrees F. The coating will have a written Limited Three (3) Year Warranty stating that it will not crack, peel, flake off or yellow when properly maintained.

Bid Form
Bid No.: 516-PW-055

| | Quantity | Unit Price | Total Price |
|-------------------------------|-----------------|-------------------|--------------------|
| End Loader per specifications | 1 | \$ _____ | \$ _____ |

Person, Firm or Corporation

Authorized Signature and Title