THE CITY OF ROCKFORD ILLINOIS, USA

Carrie Eklund
Central Services Manager
Finance Department

INVITATION TO BID
DOOR REPLACEMENT AT FIRE ACADEMY
BID NO.: 811-F-097

8/29/11

Name of Bidding Firm: _____

Address _____ City: _____ State: ____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date **11:00 a.m., Local Time, Thursday, September 22, 2011**

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.

Mandatory Pre-Bid Meeting **9:00 a.m., Local Time, Friday, September 9, 2011**

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

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

RETURN BIDS TO:

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

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

BID RESULTS:

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

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)–Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

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

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

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

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

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

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

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

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

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

STATEMENT OF NONCOMPLIANCE

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

a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;

b. Withholding or delaying payment on the contractor or;

c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME:

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---
(No Check Marks Or Bid Will Not Be Accepted)

	MALES					FEMALES				
ALL JOB CLASSIFICATIONS	**W**	**B**	**H**	**A**	**I**	**W**	**B**	**H**	**A**	**I**

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is:

Must Provide Expiration Date:

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)

Subcontractor/Leased Operator of Equipment Detail Form
City of Rockford

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

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

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

Signed _____ Title _____ Date _____

Supplier Detail Form
City of Rockford

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

Supplier Information Please provide business name and address, and a contact person.	**Type of Product Supplied** Describe the product the supplier w provide for this contract.	**MBE/WBE Business?**	**Dollar Amount of Supply Contract**	**Supplier Percent of Bid Total**
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %

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

Signed _____ Title _____ Date _____

Door Replacement
Fire Academy
811-F-097

1.0 General Scope

1.1 This bid will be for replacement of doors at the Fire Academy, 3329 West State Street. The work shall consist of removal and disposal of the existing doors and installation of new doors as outlined in these specifications.

2.0 General Requirements

2.1 Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the class of product described. Before being considered for the award, vendors may be required to show their ability to deliver, evidence of the necessary experience and reliability, facilities, equipment, and financial resources to perform the work in a satisfactory manner and within the time stipulated. The City of Rockford shall make the final determination as to the firm's ability provide the desired service.

2.2 Pre-Bid Meeting. The Fire Department will hold a **MANDATORY** pre-bid meeting to answer any questions regarding these specifications. Any bids submitted by vendors that did not attend this meeting will not be accepted. The meeting will be held on Friday, September 9 at 9:00 a.m., at the Fire Academy.
The building is located at: 3329 West State Street
Please contact the City if you have questions regarding this meeting.

2.3 Bid Evaluation. Bids will be evaluated based on total bid price and the ability of the bidder to comply with specifications. The contract will be awarded to the lowest responsive and responsible bidder.

2.4 Contact. The contact for questions related to this bid is Carrie Eklund, Central Services Manager, at 815-987-5565 or carrie.eklund@rockfordil.gov.

2.5 Workmanship Requirements. All workers shall be thoroughly experienced in the particular class of work in which they are employed. The City of Rockford reserves the right to dismiss any workers who do not have available the skills necessary to properly complete any job they are so assigned.

2.6 Materials and Storage. The delivery, storage, and protection of all materials shall be the responsibility of the vendor. All materials shall be new and free from defects with the manufacturer's label secure and legible. All materials shall be stored with as much precaution as possible against weather, vandalism, and theft. When the vendor purchases such materials, it shall be their obligation to replace all missing or damaged materials. The vendor shall confine all equipment and storage of materials to areas that will allow the City of Rockford to maintain normal traffic and shall not reasonably encumber the premises.

2.7 Access to Work Areas. Vendor shall permit only authorized personnel into the work areas. The foreman shall accept responsibility for identifying all persons seeking access to work areas and secure all areas from non-authorized personnel. As directed, the foreman shall allow access as approved by the City. It is suggested that notification of this policy be placed in a visible location so enforcement is uniform.

2.8 Cleanup of Job Site. The vendor shall be responsible for maintaining all work areas in a neat and orderly manner. All ground areas shall be clean, neat, and orderly at the end of each day's work. All waste receptacles shall be emptied daily, or properly secured so that entry to the container is restricted. Removal of all job waste materials from walls, floors, and finished surfaces shall be the vendor's responsibility.

2.9 Permits and Inspections. The vendor shall execute all work in strict accordance with all state, federal and local laws, codes, and regulations. This shall incorporate the procurement of all construction permits and making any cash deposits required by any governmental entity. City of Rockford Building Permit fees are waived for this project. Proof of inspections shall be provided to the City upon completion of the project. City of Rockford permits and inspections are required for this project. Fees are waved.

2.10 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 there under. 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:

2.10.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate (subject to a per project general aggregate provision applicable to the project), $2 million products/completed operations aggregate and $1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.10.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than $2 million each occurrence, $2 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.10.3 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.

2.10.4 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

2.10.5 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.

2.11 General Behavior.

2.11.1 Absolutely no alcoholic beverages or drugs of any nature will be allowed on City of Rockford property at any time.

2.11.2 Any worker using abusive language or presenting an offensive appearance shall not be allowed to remain on the property after such discovery.

2.11.3 Radios and/or other sound devices will not be allowed on the job site without the consent of the City of Rockford.

2.12 Project Timeline. Work shall commence within fifteen days after the award of contract unless otherwise specified. The vendor shall notify the City in writing of the project start date no later than three days prior to beginning work. Failure to begin the project in an expeditious manner may result in forfeiture of the contract. The project shall be completed no later than fourteen (14) calendar days of project start date (may be extended due to inclement weather conditions).

2.13 Site Conditions. The vendor shall, prior to submission of a bid, become familiar with the project site and make allowance for site conditions including access, storage, existing structures or work in progress.

2.14 Additional Charges. Additional compensation for any labor or materials not clearly covered in the base bid will be allowed only when prior approval for such work is granted. Failure to receive said approval, in writing, shall indemnify the City of Rockford from any costs associated with such request.

2.15 Contact. The contact for this bid is Carrie Eklund, Central Services Manager, at 815-987-5565.

3.0 Specific Requirements

3.1 Scope of Work. All work performed on this project must comply with the specifications listed below in the summary of work to be completed.

3.2 Product Descriptions.

3.2.1 Flush hollow metal doors and frames

- Manufacturers: Steel Craft Manufacturing, Republic Doors and Frames, or Trussbilt
- 17 single doors, 16 gauge, 1 ½ hour fire rating
- 2 double doors, 14 gauge, 3 hour fire rating
- Hinges to accommodate fire rating

3.2.2 Lever Passage Locks: Schlage, Grade 2 Elan

- 1 double door with lock
- 1 double door without lock
- 2 single door with lock and double barrel dead bolts
- 15 single door without lock

3.2.3 Metal window frame and wire glass

3.3 Sizes and Quantities: It is the bidder's responsibility to verify sizes and quantities. No changes will be allowed after contract award for failure to confirm materials.

3.4 Installation

3.4.1 Removal and disposal of existing doors, window, window frame and glass panels

3.4.2 Installation of new units per manufacturers installation requirements

3.4.3 Grout all door frames

3.4.4 Paint doors, frames, and window frame with 2 coats of Benjamin Moore Exterior Oil Gloss, primed with one coat Benjamin Moore oil primer (if not pre-primed)

3.4.5 Alternate Bid: Cut new door into sprinkler room on east wall and block up existing door

3.5 Safety Requirements. The vendor shall comply with all applicable provisions, without limitation, of the Occupational Safety and Health Act of 1970 as amended. The vendor will be required to notify the City of any safety violations. All local and state safety regulations shall be followed in addition, but not limited to, the following:

3.5.1 Proper clothing will be worn at all times. Long sleeved shirts, properly fitted pants without cuffs, and high-top shoes laced to the top shall be considered standard dress. Hard hats shall be used when there are hazards above.

3.5.2 Set up area shall be on firm ground, reasonably level, and clear of wires and overhead obstruction. Locate all equipment away from areas where fumes and dust would enter fresh air intakes and/or windows.

3.5.3 Fire extinguishers shall be present on the job site at all times, one within twenty-five feet of the project. All extinguishers should be checked no less than once each month and serviced by qualified personnel on a yearly basis. There shall be at least one serviceable, Type "C" minimum fifty-pound size extinguisher located at the project site.

3.5.4 First aid kits shall be located in the set up area of the job site. These kits shall contain the proper materials for the treatment of burns, fractures, etc and shall be an approved kit.

3.5.5 The vendor shall be knowledgeable of and shall be in accordance with Subpart M – Fall Protection as published in the Federal Register. (Applicable sections are 1926.500-503).

3.6 Temporary Utilities. The City of Rockford shall, where readily available, provide existing utilities vital to the successful completion of this project. The vendor will provide, at no additional cost, all utilities not provided by the City of Rockford. All temporary services and/or facilities provided for said project shall be immediately removed at the completion of said work.

3.7 Final Inspections. The vendor and a representative of the City of Rockford shall conduct a final inspection immediately after notification of completion. Acceptability of work will be based on conformance with contract documents and specifications. Non-conformance will be rejected and shall be replaced or corrected in a manner approved by the City within seven (7) working days from the date of inspection. The City reserves the right to withhold final payment until such time as all items related to the final inspection are completed to satisfaction.

3.8 Manufacturer's Warranty. The vendor shall warranty all work completed for a period of two (2) years from the project completion date. All products used shall have manufacturer warranties detailing covered periods and shall be presented to the City at project completion.

Bid On
Door Replacement
Fire Academy
811-F-097

APPENDIX A

We bid as follows:

Item	**Total**
Materials	$ _____
Installation	$ _____
TOTAL BID	$ _____

_____
Person, Firm or Corporation

_____
Authorized Signature and Title