



Carrie Eklund
Central Services Manager
Finance Department

**INVITATION TO BID
ELEVATOR MAINTENANCE
BID NO.: 1111-PW-124**

11/16/11

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Tuesday, December 13, 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.

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 FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

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

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. 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.

CERTIFICATE OF NON-BARRED BIDDING

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

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

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/09)

Subcontractor/Leased Operator of Equipment Detail Form
City of Rockford

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

Subcontractor/Leased Operator Information 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 <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

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

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

Signed _____ Title _____ Date _____

CITY OF ROCKFORD, ILLINOIS

Request for Proposal Elevator Maintenance RFP No: 1111-PW-124

SPECIFICATIONS

1.0 General Scope

- 1.1 The City of Rockford (hereinafter the "City") is seeking proposals from licensed Elevator Maintenance/Repair Companies for maintenance and inspections of elevators in the City's three (3) municipal parking decks listed below. In addition to the three (3) municipal parking decks there will also be an additional three (3) sites added on January 1, 2013. The additional City sites will be maintained from January 1, 2013 to the end of this contract. The City of Rockford desires a solution with a single vendor or contractor, but will consider individual proposals for each parking deck if it is in the City's best interest to do so.

LISTING OF ELEVATORS

Municipal Lot Y – Pioneer Parking Deck 300 North Main Street Rockford, IL	Traffic Trafomatic + TAC 50 - (2) each Manufacturer: Dover/Thyssen Krup
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Municipal Lot B – Wyman & Elm Parking Deck 100 South Wyman Street Rockford, IL	Hydraulic Passenger Elevator - (1) each Manufacturer: Dover
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Municipal Lot S – Concourse Garage 200 South Church Street Rockford, IL	Hydraulic Passenger Elevator - (1) each Manufacturer: Schumacher
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To be added January 1, 2013:

Coronado Theater 311-314 N. Main Street Rockford, IL	Hydraulic Passenger Elevator (2) each Manufacturer: Montgomery
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City Hall 425 East State Street Rockford, IL	Hydraulic Passenger Elevator (2) each Manufacturer: Montgomery
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911 Center 204 S. First Street Rockford, IL	Hydraulic Passenger Elevator (1) each Manufacturer: Kone
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2.0 General Requirements

2.1 Work Expected. The Elevator Maintenance Contractor (hereafter referred to as Contractor) will be expected to enter into a service contract with the City of Rockford to perform the work outlined in this Request For Proposal (RFP).

These services include but are not limited to the following:

- 1) Perform routine maintenance and testing that includes examination, lubrication, and minor adjustments.
- 2) Perform a state inspection once a year, in accordance with State of Illinois Inspection Laws.
- 3) Perform service calls to maintain proper performance.

2.2 Rules & Regulations. The Contractor must comply with all local and State laws, rules and regulations specifically including those related to elevator maintenance.

2.3 Equipment. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work. The Contractor shall be responsible for obtaining all supplies, materials and parts.

2.4 Evaluation of Proposals. Proposals will be evaluated by an evaluation team, that may consist of staff from Public Works, Finance, and Building Departments. Evaluation criteria to be used are listed below, each with an assigned point value, for a total possible score of 100.

- Contractor's qualifications and experience (40 points).
- Contractor's reputation and ability to perform the services as requested (30 points).
- Cost (30 points).

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification. The City of Rockford reserves the right to request the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

2.5 Contract Length. The initial contract term shall be two (2) years, with an option to renew for one (1) additional two (2) year term should the City find it advantageous to do so. Proposals will be rejected if they include provisions for automatic renewal at the discretion of the Contractor.

2.5.1 Extensions. One (1) two (2) year renewal will be allowed by this contract by mutual agreement of the parties. The Contractor is required to notify the City in writing sixty (60) days in advance if he/she intends not to renew the contract.

- 2.5.2 Price Changes at Renewal. Sixty (60) days in advance of the renewal of this contract, the Contractor may request a price adjustment if the Rockford Metropolitan Area market conditions have changed. A written request detailing the specific reasons for the increase must be submitted to the City of Rockford Central Services Division. The City will assess current market conditions to determine the validity of any price adjustment requests. The City reserves the right to reject any price increase request and to re-advertise this request for proposal if the Contractor chooses not to renew due to the rejection of a price adjustment request.
- 2.6 Insurance Requirements. The following insurance requirements shall apply to the successful Contractor for the duration of the contract unless explicitly waived by the Central Services Manager:
- Commercial General Liability. Contractor shall procure and maintain during the life of this contract, bodily injury and property damage liability insurance in amounts that shall not be less than (A) bodily injury liability coverage in a minimum amount of \$1,000,000 for injuries to any one person and in a minimum amount of \$2,000,000 for any one accident; and (B) property damage insurance in a minimum amount of \$1,000,000.00 for damage in all accidents except those involving automobile property damage.
 - Automobile Coverage. Comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1,000,000.
 - 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.
 - Insurance Certificates. Prior to contract award, the contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Public Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- 2.7 Liquidated Damages. The City requires that each elevator car experience no more than 1 service call per month, as an annual average, or 12 calls per year, and all individual outages may not extend beyond 24 hours. The City may deduct 1/20th of the monthly maintenance fees for any service call that exceeds the annual average and for each additional day of outage beyond 24 hours. These deductions shall be considered liquidated damages, and the Contractor agrees with the amount of liquidated damages and that such sum is not a penalty. Failure to correct repeated or on-going problems may result in contract cancellation with cause. The City's Central Services Manager will decide all disputes.
- 2.8 Selection. Upon selection, Contractor will receive a contract purchase order and will be expected to execute the contract within 10 business days of receipt.
- 2.9 Questions. All questions regarding these specifications should be directed to _____ Carrie Eklund, Central Services Manager, at (815) 987-5565.

3.0 Submittal Requirements

3.1 Submittal. Proposals shall include the following:

1. Completed Statement of Qualifications, included in this document;
2. At least three (3) references, including current contact name and phone number for similar contracts;
3. Completed Proposal Form, included in this document; and
4. Names and qualifications of specific mechanics that will be involved in the direct inspections and monthly maintenance of the elevators listed in this contract.
5. Copy of Illinois Elevator Installation and Service Repair License.

Contractor may submit such additional information as it deems necessary or helpful to the City 's evaluation process.

4.0 Specific Requirements

4.1 Specific requirements related to normal maintenance, performance, reliability and safety are detailed below. This list should not be considered as an exhaustive list, but rather as a starting point for Contractor proposals. Routine maintenance includes inspection, lubrication, and adjustments of the following:

- Controller parts, selectors, dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, contacts, leads, dashpots, timing devices, microprocessor devices, steel selector tapes, mechanical and electric driving equipment, signal lamps and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes, rollers and jibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, and linings.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packing, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Wire ropes, coated steel belts and chains.
- Regularly scheduled testing of hydraulic and traction components as required by ASME A-17.1 and any other relevant testing required by City building code.
- Removal and disposal of all waste materials by the Contractor, including hydraulic oil, that is generated by maintenance operations.

4.2 Contractor shall be required to develop a preventative maintenance program (PMP) that includes a preventative maintenance checklist, based on the ASME suggested charts, to maintain the elevators in operational condition in accordance with the manufacturer's requirements. The PMP shall ensure that all components and systems of each elevator shall be inspected, cleaned, lubricated and adjusted to the manufacturer's specifications and recommended frequency. The City shall approve the PMP prior to any work being completed. The PMP shall include the following information:

- 4.2.1 Name Of Parking Deck
- 4.2.2 Elevator Type
- 4.2.3 Elevator Number
- 4.2.4 Elevator Serial Number
- 4.2.5 Maintenance Items and Frequency
- 4.2.6 Date Service Performed
- 4.2.7 Initials of Qualified Elevator Mechanic or Technician
- 4.2.8 Certification by the Contractor that maintenance was performed

Contractor shall submit the proposed PMP to the duly authorized City representative for approval prior to any payment under the contract purchase order. The approved copy of the PMP shall be permanently displayed in the elevator mechanical room of each elevator. Contractor shall submit a copy of the completed PMP with each monthly invoice. Payment will be withheld if scheduled maintenance is not performed and/or the PMP is not submitted as specified.

4.3 Contractor shall respond to service calls to maintain proper elevator service and perform repairs due to, but not limited to, a complete breakdown or erratic operations of the elevators. If service calls exceed one per month liquidated damages may apply.

4.4 Contractor shall maintain a complete, orderly written record of all service calls and repairs. Contractor shall submit a consolidated report of these records to the City each month to contain as a minimum the following information:

- 4.4.1 Date and time of service
- 4.4.2 Building number
- 4.4.3 Elevator serial number or ID number
- 4.4.4 Reported problem(s)
- 4.4.5 Corrective measures taken

4.5 Contractor shall respond to all service calls within two hours of notification and immediately make contact with the City's representative upon arrival at the elevator work site. This includes normal and emergency service calls regardless of time of day or day of week.

- 4.7 Work performed under this contract purchase order shall meet all applicable provisions of the latest revision of the Mechanical, National Electrical and Uniform Building and Plumbing codes and ASME A17.1. The Contractor shall guarantee all work included in the contract purchase order against defects in workmanship and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of the work. The warranty period shall commence upon date of acceptance by the City.
- 4.8 Parts furnished under the contract purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for Contractor-provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty shall commence upon date of acceptance by the City. Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation or prior to leaving the job site.

STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement shall be submitted with Proposal.**

1. Name of Contractor

2. Permanent Main Office Address

3. Form of Entity

4. When Organized

5. Where Organized

6. How many years have you been engaged in the elevator maintenance business under your present name; also state names and dates of previous firm names, if any.

7. In the last five years, has Contractor ever been terminated from a contract or project?
____(no)____(yes). If so, where and why?

8. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?
____(no)____(yes). If so, where and why?

9. List the largest contracts entered into by Contractor in the last year (identify contracting party and term of contract).

10. List your key personnel available for this contract.

PROPOSAL FORM

Elevator Maintenance

CITY OF ROCKFORD, IL.

To the City of Rockford, Illinois herein called the City.

The undersigned, as Contractor, herein referred to as singular and masculine declares as follows:

1. All interested in the proposal as Principals are named herein.
2. This Proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the City is directly or indirectly interested in this Proposal.

Elevator	Monthly Maintenance Cost
Municipal Lot Y – Pioneer Parking Deck	_____ 2 elevators
Municipal Lot B – Wyman & Elm Deck	_____ 1 elevator
Municipal Lot S – Concourse Garage	_____ 1 elevator
Total Monthly Cost (4 elevators)	_____
Service Calls (hourly rate)	_____
TO BE ADDED January 1, 2013:	
Coronado Theater	_____ 2 elevators
City Hall	_____ 2 elevators
911 Center	_____ 1 elevator
Total Monthly Cost (5 elevators)	_____

EXCEPTIONS AND/OR CLARIFICATIONS:

Person, Firm, or Corporation

Authorized Signature

Date