



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
UNIFORM RENTAL  
BID NO.: 1211-CW-130**

12/12/11

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

**Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, December 28, 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 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, 4<sup>th</sup> 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](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

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

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

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

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

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

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

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

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

## **STATEMENT OF NONCOMPLIANCE**

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

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

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

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

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



**CERTIFICATE OF NON-BARRED BIDDING**

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

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

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

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.

<b>Subcontractor/Leased Operator Information</b> Please provide business name and address, and a contact person.	<b>Type of Work Supplied</b> Describe the work the subcontractor/leased operator will perform for this contract.	<b>MBE/WBE Business?</b>	<b>Dollar Amount</b>	<b>Subcontract Percent of Bid Total</b>
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 provides 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

**1.0 General Scope**

The City of Rockford is requesting bids from qualified vendors to provide uniform rental services for various departments throughout the City.

**2.0 General Requirements**

2.1 Vendor qualifications. No contract shall be awarded except to responsible vendors capable of supplying the class of product contemplated. Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability 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 vendor's ability to provide the desired services.

2.2 Contract 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. The City of Rockford may award the contract based on line item categories, or as a whole, whichever best serves the interest of the City.

2.3 Bid Form. Included at the end of these specifications is a bid form for uniform rental services. Bidders shall supply unit prices and total prices for each piece of clothing, as well as a grand total for all of the estimated number of items.

2.4 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful vendor for the duration of the contract unless explicitly waived by the Central Services Manager:

2.4.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury,

and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.4.2 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 vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2.4.3 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.
- 2.4.4 Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- 2.4.5 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 there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.
- 2.5 Contract Length. The contract period shall commence upon issuance of a purchase order by the City and will continue for 12 months, with the first six (6) months of the initial term serving as a contract evaluation period. During this contract evaluation period, the City of Rockford reserves the right to cancel the contract with thirty (30) days written notice if it is unsatisfied with the services being provided by the vendor.
- 2.7.1 Extensions. The contract may be extended annually for a maximum of three (3) additional years by mutual agreement of both parties. The vendor is required to notify the City in writing forty-five (45) days in advance if it does not intend to renew the contract.
- 2.7.2 Terms of Renewal. At the time of a contract renewal, the terms of the original contract may be modified provided that both parties agree in writing to such modification.
- 2.7.3 Price Changes at Renewal. Sixty (60) days in advance of the renewal of this contract, the vendor 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-bid

this contract if the vendor chooses not to renew due to the rejection of a price adjustment request.

2.7.4 Contract Cancellation. After the initial evaluation period, this contract may be cancelled with sixty (60) days written notice by either party.

2.8 Questions. All questions regarding these specifications should be directed to Carrie Eklund, Central Services Manager at (815) 987-5565.

### **3.0 Specific Requirements**

3.1 General Information. The successful bidder will furnish all the uniform items that are described in this bid and required by the City of Rockford.

3.2 New Employees. Uniforms for new employees shall be provided five (5) days or less after the beginning date of their employment.

3.3 Rejection of Garments. It is understood by the vendor that the City will reject and return for replacement any garment or item failing to meet these specifications. Repeated failure of the successful bidder to provide goods and services meeting specifications shall be sufficient cause for the City to cancel this contract. Notice of cancellation shall be in writing and shall describe the vendor's failure to perform.

3.4 Ready Made Garments. These specifications are for readymade garments and should in no way be interpreted to mean that the City wants tailor made items.

3.5 Quantities. The quantities given in these specifications are estimates based on the most realistic and careful projections of the needs of the City. However, it is understood that the City makes no guarantee as to actual quantities and may rent more or less in accordance with actual needs as they arise.

3.6 Missing Items. Should uniform items become lost or missing, the successful vendor must provide documentation prior to billing the City for the lost item. The documentation shall include the item, pickup date, and employee for verification.

3.7 Other Charges. The City will pay for uniform rental only. No charges will be allowed for service or minimums.

3.8 Gender. The supplier must fit both male and female employees as required.

3.9 Cleaning. All garments to be water washed, pressed, and returned on a weekly basis.

3.10 Mending. All garments will be mended as needed at no charge. Mended garments will be returned on a weekly basis.

3.11 Vacation and Sick Leave. No charge will be made for employee uniforms while the employee is on vacation or sick leave. A list will be provided at each weekly delivery of those employees

deserving credit and a credit memo will be issued by the vendor and received by the City on or before the next delivery date.

- 3.12 Replacement. All uniforms will be replaced with new uniforms on October 5 each year this contract is renewed. This changeover will be done at no charge to the City.
- 3.13 Embroidery. Vendor agrees to embroider logos or patches on uniforms at no charge as needed by each operating division.

#### **4.0 Division Requirements**

4.1 Water Division – Customer Service. The following quantities and styles of clothing shall be supplied to the Water Division, Customer Service staff.

4.1.1 Quantity. Eight (8) regular service uniforms consisting of eleven (11) shirts, eleven (11) pants, and two (2) jackets each of two (2) different styles per employee.

4.1.2 Style of Clothing. The vendor shall provide standard long sleeve and short sleeve shirts, standard and pleated pants, and jackets. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.

4.2 Water Division – Water Quality. The following quantities and styles of clothing shall be supplied to the Water Division, Water Quality staff.

4.2.1 Quantity. Two (2) regular service uniforms consisting of eleven (11) shirts and two (2) jackets each of two (2) different styles per employee. One (1) supervisor uniform consisting of two (2) jackets each of (2) different styles.

4.2.2 Style of Clothing. The vendor shall provide standard long sleeve and short sleeve shirts, coats and jackets. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.

4.3 Water Division – Distribution. The following quantities and styles of clothing shall be supplied to the Water Division, Distribution staff.

4.3.1 Quantity. Four (4) regular service uniforms consisting of eleven (11) shirts, eleven (11) pants, and two (2) jackets each of two (2) different styles per employee.

4.3.2 Style of Clothing. The vendor shall provide standard long sleeve and short sleeve shirts, standard and pleated pants, and jackets. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.

4.4 Water Division – Production. The following quantities and styles of clothing shall be supplied to the Water Division, Production staff.

4.4.1 Quantity. Ten (10) regular service uniforms consisting of eleven (11) shirts, eleven (11) pants, and two (2) jackets each of two (2) different styles per employee.

- 4.4.2 Style of Clothing. The vendor shall provide standard long sleeve and short sleeve shirts, standard and pleated pants, and jackets. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.
- 4.5 Central Garage. The following quantities and styles of clothing shall be supplied to the Central Garage.
- 4.5.1 Quantity. Ten (10) regular service uniforms consisting of eleven (11) shirts and eleven (11) pants per employee. One (1) clerk uniform consisting of eleven (11) smocks.
- 4.5.2 Style of clothing. The vendor shall provide standard long sleeve and short sleeve shirts as well as standard pants. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.
- 4.6 Fire Shop. The following quantities and styles of clothing shall be supplied to the Fire Shop.
- 4.6.1 Quantity. Provide three (3) regular service uniforms consisting of eleven (11) shirts and eleven (11) pants per employee.
- 4.6.2 Style of clothing. The vendor shall provide standard long sleeve and short sleeve shirts as well as standard pants. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.
- 4.7 Finance Department – Meter Readers. The following quantities and styles of clothing shall be supplied to the Finance Department Meter Reading staff.
- 4.7.1 Quantity. Two (2) regular service uniforms consisting of eleven (11) long sleeve shirts, eleven (11) short sleeve shirts, eleven (11) pants, eleven (11) shorts, and two (2) jackets each of two (2) different styles per employee.
- 4.7.2 Style of Clothing. The vendor shall provide standard long sleeve and short sleeve shirts, standard and pleated pants, and jackets. The City will exchange long sleeves and pants for short sleeves and shorts and vice versa in May and November for appropriate seasonal wear.
- 4.8 Code Enforcement Inspectors. The following quantities and styles of clothing shall be supplied to the Code Enforcement Inspectors.
- 4.8.1 Quantity. Provide five (5) regular service uniforms consisting of eleven (11) shirts and eleven (11) pants per employee.
- 4.8.2 Style of clothing. The vendor shall provide standard short sleeve shirts oxford shirts as well as cargo pants. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.
- 4.9 Code Enforcement Supervisor or Equivalent. The following quantities and styles of clothing shall be supplied to the Code Enforcement Supervisor or Equivalent.

- 4.9.1 Quantity. Provide two (2) regular service uniforms consisting of eleven (11) shirts and eleven (11) pants per employee.
- 4.9.2 Style of clothing. The vendor shall provide standard short sleeve shirts twill (business casual) shirts as well as standard khaki pants. The City will exchange long sleeves for short sleeves and vice versa in May and November for appropriate seasonal wear.

**Bid On: City Wide Uniform Rental  
Bid No.: 1211-CW-130**

The bid is as follows:

Item	Employees	Quantity Each	Total Quantity	Unit Price	Total Price
Standard Long Sleeve Shirt	46	11	517	\$ _____	\$ _____
Standard Short Sleeve Shirt	46	11	517	\$ _____	\$ _____
Standard Pants	41	11	440	\$ _____	\$ _____
Shorts	2	11	22	\$ _____	\$ _____
Cargo Pants	5	11	55	\$ _____	\$ _____
Heavy Jacket	27	2	54	\$ _____	\$ _____
Light Jacket	27	2	54	\$ _____	\$ _____
Smock	1	11	11	\$ _____	\$ _____
<b>Grand Total</b>					\$ _____

\*All quantities are approximations and can change at any time.

Service can begin \_\_\_\_\_ Days from the award of contract.

\_\_\_\_\_  
Person, firm or corporation

\_\_\_\_\_  
Authorized signature and title