

For the Purchase of One Cascade Model 16AP Axial Flow Pump & Motor

2018

BID# W&S-001-18



BIDDERS NOTES:

- Sealed Bids are to be returned to Office of City Clerk, 314 W. Stephenson St., 2nd Floor, Freeport, IL 61032 on or before 10:00 AM on March 28, 2018, at which time the received bids will be opened and read publicly.
- Each bid shall be contained in a sealed envelope with the words “**SEALED BID WWTP Levee Station Motor & Pump W&S-001-18**”
- Expected bid award by City Council: 4/2/18



City Contact:
Tom Kopanski
Director of Utilities
815.233.1686
utilitydirector@cityoffreeport.org

CITY OF FREEPORT, 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 Freeport with no additions.

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.

2. Delivery of Services and Merchandise. The City of Freeport accepts no responsibility for the condition or cost of any service or merchandise purchased or provided prior to acceptance by appropriate City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

3. Acceptance of Services and Merchandise. The City of Freeport reserves the right to refuse acceptance of delivered services or merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

4. Prompt Payment Act. The City of Freeport intends to comply with the governmental Prompt Payment Act. The awarded contractor will be paid upon submission of invoices to: City of Freeport Director of Public Works, 314 West Stephenson Street, Suite 010, Freeport, IL 61032.

5. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Freeport with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms.

6. Legal Compliance. The contractor 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 contractor 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 contractor, 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 Freeport 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 Stephenson 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 site is the sole responsibility of the awarded contractor and its subcontractors, agents, and employees. The awarded contractor, its subcontractors, agents and employees shall be fully and solely responsible for the safety of this project. The awarded contractor 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 contractor.

9. Criminal Background Check. When necessary, for the protection of citizens and/or City staff, the City may require an awarded contractor 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 contractor 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 contractor'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 contractor's work, since these are solely the contractor's responsibility under the agreement. The City shall not be responsible for the awarded contractor'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 contractor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded contractor. The awarded contractor 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 contractor 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 Freeport, Illinois is exempt. The City of Freeport, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also 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 one hundred eighty (180) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the bid bond will be retained by the city as liquidated damages.

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 Director of Public Works or designee. The awarded contractor may not subcontract any portion of the Contract after award without written consent of the City of Freeport.

16. Subcontractor Payment. When subcontractors are used, the awarded contractor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Freeport reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded contractor, if the Freeport City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded contractor. Default is defined as failure of the awarded contractor 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 retain the bid bond.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the contractor'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 contractor at their request and expense.

19. Addendums. All correspondence regarding the RFQ process must be addressed to the contact person located on the cover sheet of this document. Return correspondence, if any, from the Owner shall be in the form of addenda which will be posted on the City's website for viewing by all interested parties. No responses shall be given within five (5) days prior to the qualification deadline.

20. 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 considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Director of Public Works in writing within seven (7) calendar 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 Director of Public Works will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded Contract.

22. Disputes. In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the City Council of the City of Freeport, or authorized representative shall be final and binding to all parties. The City Council has the right to waive technicalities as they see fit. The Director of Public Works may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Freeport 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 Freeport City Council or the funding grantor not appropriating sufficient funds to complete the project. The City may make

awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires a awarded contractors 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 contractors 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 contractor's responsibility to verify current wage rates, as they are updated monthly. All awarded contractors 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.

27. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted to the Director of Public Works, 314 W. Stephenson St., Freeport, Illinois and be submitted via email, in Excel or some format compatible with Excel, to sgallagher@cityoffreeport.org

28. Substance Abuse Prevention. When *required* by Illinois State Statutes, awarded contractors 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.

29. Apprenticeship Requirement. For construction contracts over \$50,000, awarded contractors 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 contractor'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.

30. Indemnification. To the fullest extent permitted by law, the awarded contractor 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 contractor'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 contractor 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 contractor 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 contractor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

31. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Freeport, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

32. 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.

33. Professional Services Selection Act. The City of Freeport intends to comply with SO ILCS 510/5 governing the selection of professional services. Any references 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.

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

34. Equal Employment Opportunity Act. In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Freeport are REQUIRED to submit with any formal, sealed bid, all of the following documents and information, attached herewith, completed and signed:

- Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- The Certificate of Non-Segregated Facilities.
- Certificate of Non-Barred Bidding
- All executed Subcontractor/Leased Operator and Supplier forms.

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



EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY

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

At present, _____% of our work force are minorities and _____% of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future.

It is also our intent to make efforts to purchase supplies or equipment from small businesses located within City of Freeport or Stephenson County.

_____ Officer in our company, responsible for submission of all required equal employment opportunity documents *when required* by contract.

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.)



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.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm



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.

Authorized Signature

Title

Firm

Our firm is a:
Minority Business
Enterprise Women
Business Enterprise
Neither

City-Certified?	Yes	No
City Certified?	Yes	No

1.0 Scope.

The City of Freeport requests bids from qualified vendors to provide all equipment listed necessary for the purchase of one (each):

- Cascade Model 16AP Axial Flow, 1 Stage, 20" diameter, above baseplate flanged discharge, oil lubricated, 1175 RPM, bowl efficiency 75%, brake horsepower 55.5, 14" 10" from baseplate to bottom of suction bell pump. (Pump price includes engineering drawings, O&M Manuals, above base flange end discharge, coupling guard, lifting lugs, 1-quart oil reservoir, 115-volt solenoid valve, grease line to suction bowl bushing, 1/4" NPT fitting on discharge nozzle, and 3/8" wall thickness.
- U.S. Motors 60 HP, 1200 RPM, vertical hollow shaft, WPI enclosure, 460V, 3-Phase, 60 Hz, 1.15 service factor, 40C° ambient temperature, class F insulation with class B rise, non-reverse ratchet and premium efficiency.

2.1 General Requirements.

Bids will be accepted at the time and date located on the cover sheet of this bid packet. The City Council will award the bid for equipment on April 2nd, 2018.

2.2 Basis of Award. The contract will be awarded to the lowest responsible and responsive bidder. The City reserves the right to request any information necessary to determine a vendor's ability to provide the equipment desired. If these information requests are denied, the City reserves the right to reject the bid.

2.3 Evaluation of Bids. Contract award will be recommended for the vendor that is able to deliver the product specified in this document for the lowest price.

2.4 Insurance Requirements. Upon execution of the contract, and prior to the contractor commencing any work or services with regard to the project, the contractor shall carry commercial general liability insurance and automobile liability insurance and the contractor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on the proper Insurance Accord Form 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. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

2.5 Payment. All work included in these specifications and related necessary tasks shall be limited to the total bid price. **Payment to vendor shall not occur until authorized by the Director of Public Works and approved by City Council.**

