



## **REQUEST FOR PROPOSAL**

### **REMODEL FIRE STATION #2 KITCHEN FOR THE CITY OF BLOOMINGTON FIRE DEPARTMENT**

Mailing Address: Office of the City Clerk  
City of Bloomington  
109 East Olive Street  
P.O. Box 3157  
Bloomington, IL 61702-3157

Contact Person Michael Kimmerling, Fire Chief  
[mkimmerling@cityblm.org](mailto:mkimmerling@cityblm.org)

Kim Nicholson, Purchasing Agent  
[knicholson@cityblm.org](mailto:knicholson@cityblm.org) (309) 434-2333

Proposals Due: 2:00 P.M. Central Time, Friday, September 21, 2012

## **REQUEST FOR PROPOSAL CITY OF BLOOMINGTON, ILLINOIS**

Sealed proposals will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **FRIDAY, SEPTEMBER 21, 2012 at 2:00 p.m.** Central time for the following:

### **REMODEL FIRE STATION #2 KITCHEN FOR THE CITY OF BLOOMINGTON FIRE DEPARTMENT**

The City of Bloomington Fire Department is seeking proposals for a remodel of Fire Station #2 Kitchen. Fire Station #2 is located at 1911 E. Hamilton Road, Bloomington, IL.

Specifications may be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. local time. Documents are also available on the City website at [www.cityblm.org](http://www.cityblm.org), and click on the following links: City Hall/ Departments/ Finance/ Procurement Services/ Bid and Proposals. You may not respond with an electronic submission. All proposals must be submitted in a sealed envelope.

**A Mandatory pre-proposal meeting/site visit will be held on Friday, September 7, 2012, 2:00 p.m. central time, at Fire Station #2.**

The City of Bloomington Prevailing Wage Resolution 2012-21, shall apply.

The successful bidder will be required to provide a Performance Bond in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities. The award will not be based solely on the "low proposal." Price, quality, durability and references are some of the factors to be considered for the award of this proposal.

The City of Bloomington requires all contractors and vendors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Funds for this procurement are budgeted in:  
10015210-79990 Fire Other Miscellaneous Expense

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Kim Nicholson, Purchasing Agent

Published **August 27, 2012** Bloomington, Illinois

## EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, 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, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, 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 Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it 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 Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such 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 such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

## **TERMS AND CONDITIONS FOR OFFERORS**

### **Proposal Identification:**

Offerors are required to use the enclosed label on the outside of the proposal envelope, placed in the lower left corner. If no label is available, please legibly write the proposal name and due date in the lower left corner. Do **not** submit proposals by fax or electronically. Proposals submitted by fax or electronically cannot be accepted or considered for award. Sealed proposals are required.

### **Definition:**

"City" shall mean the City of Bloomington, Illinois.

Questions regarding bid/proposal procedures shall be directed to Kim Nicholson, Purchasing Agent, during regular working hours, telephone 309-434-2333.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the Proposal shall be submitted in writing to:

**Michael Kimmerling, [mkimmerling@cityblm.org](mailto:mkimmerling@cityblm.org)**

**AND**

**Kim Nicholson, [knicholson@cityblm.org](mailto:knicholson@cityblm.org) or fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Offerors, as per State of Illinois statutes.

If you have obtained this proposal from the City of Bloomington web site or from a source other than directly from the Purchasing Agent or City Clerk, you are not on record as a plan holder. The Purchasing Agent takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the Offeror's responsibility to check with our office prior to submitting your proposal to ensure that you have a complete, up-to-date package. The original copy maintained and on file in the City Clerk's office shall be considered the official copy. **Addenda copies shall be attached to your proposal as proof of receipt.**

The City of Bloomington reserves the right to reject any and all proposals and to waive technicalities.

The award will not be based solely on the "low price." Price, quality, durability and references are some of the factors to be considered for the award of this proposal.

The City of Bloomington requires all contractors and vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

**EX PARTE COMMUNICATION:**

Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits exparte communication (i.e., unsolicited) initiated by the Offeror to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Offeror and the City will be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Offeror from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

**No Proposal:**

Vendors who are not able to submit a proposal for this service, but wish to receive proposal tabulation or to be assured of remaining on the City's proposal list for similar services should clearly indicate on the envelope the designation "**NO PROPOSAL**". Envelopes so marked will not be considered as a formal proposal, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful Offeror.

**Delivery: F.O.B. Bloomington, IL FREIGHT PREPAID.****Proposal Price:**

Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.

All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal. In case of error in the extension of prices, the unit price shall govern.

**Payment Terms:**

If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered. Please note: the City of Bloomington offers Electronic Funds Transfers (EFTs) for vendors receiving multiple payments. Please indicate whether you are or are not capable of accepting EFT payments: Yes\_\_\_\_ or No\_\_\_\_. If yes, you may receive information later if this process will apply to you.

**Proposal Evaluation:**

Products/Services will be purchased from the Offeror providing the best proposal per product/service or total package, whichever is in the best interest of the City. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award.

**Quality:**

The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. The lowest price will not be the deciding factor if a question exists as to the quality of the product or the ability to provide a service or meet the specific needs of the City. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the Offeror's risk and expense.

**Investigation:**

Offeror's must acquaint themselves with the policies of the City, and may do so by contacting the Purchasing Agent. All questions as to the meaning of the scope of work must be resolved prior to the proposal submission deadline. It is the Offeror's responsibility to check with City Clerk prior to submitting their proposal to ensure that they have received all Addenda that may be issued.

**Proof Of License, Permit, Etc.:**

Offeror's must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the proposal award and prior to the performance of the work. It is the offeror's responsibility to inquire about requirements of performing the job with the requesting department contact person.

**Proposal Form: PLEASE SEE INSTRUCTIONS FOR A TWO-STEP PROCESS**

This entire package shall be returned complete and intact with all information requested and all questions answered. The amount of the proposal shall be stated on the form(s) provided. Variations from the specification/scope of work shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the vendor may attach a letter hereto, which will be made a part of the proposal.

**Specification:**

The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Offeror's whose items, in the opinion of the City, meets or exceeds performance in these areas.

**Brand Name, Model, Catalog Number, And Vendor's Scope Of Work:**

All Offeror's shall include with their proposal brand names, models, catalog numbers, and complete information about the items they are offering.

**Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Proposals.**

**Proposal Opening: TELEPHONE/FAX/VERBAL OFFERS WILL NOT BE ACCEPTED**

Proposals will not be publicly opened and read at the time and date set. It is the responsibility of the vendor to see that the proposal is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Proposals received after the time and date set will be returned unopened to the Offeror. This includes Proposals not received as

a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the proposal submission, sealed proposals will be accepted on the next business day of the City, up to the originally scheduled time.

**Default By Vendor:**

In the event of default by vendor, the City reserves the right to procure the services from other sources, and hold the vendor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Vendor in whole or in part without the written consent of the City of Bloomington.

**Performance Bond:**

The successful Offeror will be required to provide a Performance Bond in the amount equal to 100% of the contract price, within ten (10) business days after the proposal award. The Performance Bond shall be duly authorized by an insurance company licensed to do business in the State of Illinois.

**Termination Clause:**

The City of Bloomington reserves the right to cancel this contract at any time due to vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after the completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

**WITHDRAWAL OF PROPOSAL:**

A vendor may withdraw a proposal prior to the deadline for proposal submittal by submitting a request for its withdrawal. Proposals received after the time for opening proposals or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Purchasing Agent. The request shall then be forwarded to the City's legal staff for final recommendation.

**PROTESTS:**

Any actual or prospective vendor who is aggrieved in connection with this proposal or award may protest to the City Council during the public Council meeting only. The protest will be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts giving rise and the City Clerk will place same on the Council agenda if not resolved prior to that time.

**Wage Rates And Employment Standards:**

Contractor shall comply with all applicable provisions of "An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, 820 ILCS 130/0.01 et seq. (2002) (see website address: <http://www.state.il.us/agency/idol/> for rates) and City of Bloomington Prevailing Wage Resolution 2012-21, ("A Resolution of the City of Bloomington, McLean County, Illinois, Ascertaining Prevailing Rates of Wages for Laborers, Workers and Mechanics Employed at Public Works in the City of Bloomington"), and any applicable superseding ordinance or public law. Contractor shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

**Substance Abuse Prevention Program - Public Act 95-0635:**

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any Subcontractor shall file with the City: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.





Community Relations  
109 E. Olive St.  
Bloomington, IL 61701-3157  
(309) 434-2218 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any entity doing business with the City in the excess of \$10,000 during one year, must submit an Affirmative Action Report Form and an Affirmative Action Plan.

It is my understanding that your company will be or are presently a contractor/vendor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information.

Please complete the enclosed information in its entirety and return it to the Community Relations Office. If your company has an approved Affirmative Action Plan, you may submit it instead of completing the enclosed forms. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor/Vendor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2468

Sincerely,

Ernestine Jackson  
Equal Opportunity Associate

City of Bloomington

Community Relations Division  
109 E. Olive Street  
Bloomington, Illinois 61701

(309) 434-2218

(309) 434-2831 (fax)

## CONTRACT COMPLIANCE REPORT FORM

Failure to properly complete this form prior to the execution of a contract with the City, or within 7 days after a request for submission of this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

### Section I. Identification

**1. Company Name and Address:**

Name: \_\_\_\_\_

D/b/a: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number(s) include area code: \_\_\_\_\_

**Check one of the following:**

Corporation      Partnership      Individual Proprietorship      Limited Liability Corp.

**2. Name and Address of the Company's Principal Office (answer only if not the same as above)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**3. Major activity of your company (product or service);**

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## Section II. Policies and Practices

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### Description of EEO Policies and Practices

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Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES\_\_\_\_\_ NO\_\_\_\_\_

Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Has the Company developed a written Affirmative Action Plan? **Note: a copy of the Affirmative Action Plan must be submitted with this form in order to be considered eligible to do business with the City of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at (309) 434-2218.

YES\_\_\_\_\_ NO\_\_\_\_\_

Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES\_\_\_\_\_ NO\_\_\_\_\_

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, national origin, age, religion, sexual orientation, mental and/or physical disability?

YES\_\_\_\_\_ NO\_\_\_\_\_

F. If advertising is used, does it specify that all qualified applicants will be considered for Employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES\_\_\_\_\_ NO\_\_\_\_\_

G. Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?

YES\_\_\_\_\_ NO\_\_\_\_\_

H. In the Company a state certified minority/women owned business? If yes, please attach a copy of the state certification.

YES\_\_\_\_\_ NO\_\_\_\_\_

I. Does the Company have collective bargaining agreements with labor organizations?

YES\_\_\_\_\_ NO\_\_\_\_\_

J. Have the labor organizations been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES\_\_\_\_\_ NO\_\_\_\_\_

### **Section III. Employment Information**

A. Please complete the company work force analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.
B. Job Classifications ( See descriptions attached)
C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from company location, etc.)
D. If minorities and women are currently under -utilized in your work force, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

## CONTRACT COMPLIANCE WORKFORCE ANALYSIS

Job Categories	Overall Totals		White(Not of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
<b>TOTAL</b>												

M= Male, Column B is sum of Rows D, F, H, J and L.

F= Female, Column C is sum of rows E, G, I, K and M.

**Date of above date:** \_\_\_\_\_

**Name of person that compiled the above data** \_\_\_\_\_

**Title of Person that compiled the above data** \_\_\_\_\_

## Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

<b>Signature:</b>	<b>Typed Name &amp; Title</b>	<b>Telephone Number</b>	<b>Date</b>

**RESOLUTION NO. 2012-21**  
**A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**  
**ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND**  
**MACHANICS EMPLOYED AT PUBLIC WORKS**  
**OF THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kinds; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by the state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of the municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting

and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and the Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of the public body.

ADOPTED this 29<sup>th</sup> day of May, 2012

APPROVED this 30<sup>th</sup> day of May, 2012

APPROVED

Stephen F. Stockton  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**References:**

Three (3) references are **required** with your proposal. The references shall be from three different sources where you have provided the minimum specifications as required in this proposal. Offeror may use the City of Bloomington as one reference if the Offeror has provided this equipment to the City since January 1, 2009.

(1.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(2.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(3.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

**PROPOSAL SUBMISSION: PLEASE SUBMIT (1) ORIGINAL AND (2) COPIES OF THE ENTIRE PROPOSAL PACKET**

***\*\*\*NOTE: FAILURE TO SIGN THE FOLLOWING CONTRACTOR COMPLIANCE AND INSURANCE SECTIONS WILL DISQUALIFY YOUR PROPOSAL.***

**Contractor Compliance with Public Act 85-1295:**

The vendor certifies by signing this statement that this Proposal is made without prior understanding, agreement or accord with any other person submitting a Proposal for the same product or service and that this Proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm 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. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

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Print Name & Date

---

Authorized Signature

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Company Name

**Insurance:**

Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

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Print Name & Date

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Authorized Signature

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Company Name

**GIFT BAN ACT:**

I certify that \_\_\_\_\_ (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as a Offeror, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

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Print Name & Date

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Authorized Signature

**Equal Opportunity Guidelines:**

The City requires all contractors and vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the vendor or contractor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

## CITY OF BLOOMINGTON

### CONSTRUCTION CONTRACT INSURANCE REQUIREMENTS

#### Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the City, its officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the contract, which may arise in connection with the work to be performed under the contract.

This contract is not intended by any of the Provisions of any part of the contract to create the public or any member thereof a third party beneficiary, or to authorize any one not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or Provisions of this contract. The duties, obligations and responsibilities of the parties to this contract with respect to third parties shall remain as imposed law.

The Contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, satisfactory to the City to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion. The policy of insurance shall include the City as an additional insured or provide separate coverage with an Owner's Protective policy. ***All Certificates of Insurance shall include a full written disclosure of all policy exclusions. No exclusions shall be made by reference to documents not included in or attached to the Certificate.*** The minimum amounts of insurance shall be as follows, except no restrictions on occurrence limits will be permitted:

**Bodily Injury Liability:                      \$1,000,000 Each Occurrence**

**Property Damage Liability:      \$1,000,000 Each Occurrence  
   \$1,000,000 Aggregate  
   \$1,000,000 General Aggregate**

**Products-Completed Operations Aggregate Limit:      \$1,000,000**

All such insurance must include an endorsement whereby the insurer agrees to notify the City at least 30 days prior to nonrenewable, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

## **REMODEL FIRE STATION #2 KITCHEN FOR THE CITY OF BLOOMINGTON FIRE DEPARTMENT**

### **Introduction:**

The City of Bloomington Fire Department is seeking proposals for a remodel of Fire Station #2 Kitchen. The City operates 5 Fire Stations located throughout the community. Fire Station #2 located at 1911 E. Hamilton Road, is staffed daily by 6 Firefighters, who work 24 hour shifts. All materials should be able to withstand heavy daily use and demonstrate good durability characteristics and low maintenance. The design should maximize functionality of the space and have pleasing aesthetics that blend with the existing decor. The proposal should include the following detailed specifications:

### **Scope of Work:**

The work included in this contract consists of furnishing all labor, materials, equipment and other incidentals necessary to complete the Detailed Specifications.

### **Detailed Specifications:**

1. Work shall be completed between 8:00 am – 5:00 pm Monday through Friday.
2. Remove the existing wooden kitchen cabinetry
3. All materials necessary for project
4. All wood Cabinet construction
5. Solid surface Countertop(s)
6. Use of existing appliances except dishwasher, including resetting
7. Removal and disposal of all existing materials
8. Replacement of sinks, faucets and dishwasher
9. All necessary electrical and plumbing work based on project design
10. All necessary framing, drywall and painting. Any painting shall include no less than 2 coats
11. Any lighting identified by the project design
12. Color Scheme including paint color and finish to be included
13. Estimated completion date

### **Site Conditions:**

The site is a working Fire Station and care must be taken to allow operation of the fire station. When working on the kitchen, the station will still be in operation with the cooking being performed on the outside grills. It is important to remove the old cabinets and replace with new cabinets as quickly as possible to minimize disruption to the station. The contractor shall keep the materials neat and orderly. Water and electric power are available.

### **Cleaning:**

During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Captain.

**The City of Bloomington is not responsible for site safety.**

**The final selection shall be based on three criteria:**

1. Overall design aesthetics and function
2. Material durability and quality, including any warranty
3. References
4. Experience
5. Estimated Completion
6. Costs

## PROPOSAL FORM

### REMODEL FIRE STATION #2 KITCHEN FOR THE CITY OF BLOOMINGTON FIRE DEPARTMENT

We, the undersigned, agree to provide the services for the remodel of the Fire Station #2 as described in the request for proposal document.

We, the undersigned, agree to provide these services and any other services as required to complete this renovation project.

We further agree to substantially start work on this project: \_\_\_\_\_

We further agree to substantially complete all the work by: \_\_\_\_\_

We further agree our firm's total costs for this project will be: \$\_\_\_\_\_

Payable upon completion of the work in accordance with all of the requirements and parameters as set forth in this agreement.

The offeror agrees to contract with the City of Bloomington to provide all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the contract in the manner and time therein as set forth by the offeror and that the offeror will take in full payment the amount set forth. The cost of all labor, material and equipment necessary for the completion of the proposed work is included in the total price for the kitchen remodel.

NOTE: THIS **LUMP SUM PROPOSAL** IS TO CONTAIN THE TOTAL PRICE FOR THIS PROJECT.

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Name of Firm	Authorized Signature		
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Address	City	State	Zip
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Telephone Number	Fax Number
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Email address	Date
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## PROPOSAL CHECKLIST:

1. Return the **entire** packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelop and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your (1) original and (2) required copies
7. Anything relative to this proposal

## Tentative Proposal Schedule:

- A. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of this proposal process.

Action	Date
RFP Available	August 27, 2012
Mandatory Pre-Bid Meeting	September 7, 2012 at 2:00 p.m.
Questions Due to City	September 10, 2012 By 5:00 p.m.
Proposed Answers from City	September 14, 2012
RFP Due 2:00 p.m.	September 21, 2012
Anticipated Award Date	October 22, 2012

- B. Questions will be answered in the form of written addenda and provided to all Offerors, as per State of Illinois statutes. Submit questions regarding the proposal in writing to Fire Chief, Michael Kimmerling, [mkimmerling@cityblm.org](mailto:mkimmerling@cityblm.org) no later than 5:00 p.m., September 10, 2012.