REQUEST FOR PROPOSALS
WATER MAIN CAPACITY-FIRE HYDRANT FLOW TESTING
AND ASSESSMENT PROGRAM
RFP NO.: 517-W-063

Name of Proposing Firm: ____________________________

Address ____________________________ City: __________ State: _____ Zip: __________

Phone: ____________________________ Fax: ____________________________

E-Mail: ____________________________

RFP Opening Time and Date  11:00 a.m., Local Time, Tuesday, May 23, 2017

Proposals 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
Prevaling Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:
1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:
City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104

PROPOSALS SUBMITTED BY FAX/ SIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:
Bid results may be obtained by telephone at 779-348-7164, by fax at 800-380-7174. or at www.rockfordil.gov
CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

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

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

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

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

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

6. 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 Rockford 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, for which the City may bar the vendor from bidding for a period of up to three years.

7. 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.

8. 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.

9. 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.
10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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 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.

19. 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.

20. 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.

21. 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.

22. 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.

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 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.

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 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.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via the City’s current Certified Payroll reporting system. No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Compliance with Stormwater Management Ordinance and Environmental Consent Decree. Contractor must comply with the City’s Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that the vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be 12/31/2022. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that the vendor will be required to keep on file upon request of the City. Violation of this section and with the City’s Stormwater Management Ordinance may result in a fine.

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

By indicating below, we acknowledge receipt of the addenda listed.

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Person, Firm or Corporation

Authorized Signature and Title
Acknowledgement of Stormwater Management Ordinance and Environmental Consent Decree

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and Environmental Consent Decree. Both documents can be found on the City of Rockford website at http://rockfordil.gov/public-works/engineering-cip/stormwater.aspx

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Environmental Consent Decree and agree to comply with the terms outlined therein.

__________________________________________
Person, Firm or Corporation

__________________________________________
Authorized Signature and Title
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:


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, AND 5, 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.
EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

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

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

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

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

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

In addition, ___________ is hereby authorized to sign payroll as well as this company’s officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in “No One” in this space.)
STATEMENT OF NONCOMPLIANCE

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

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

b. Withholding or delaying payment on the contractor or;

c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

BIDDERS NAME:

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---

*(DO NOT USE: Check ✓ or X Marks or Bid Will Not Be Accepted)*

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<thead>
<tr>
<th>ALL JOB CLASSIFICATIONS</th>
<th>MALES</th>
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ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is: ____________________________

Must Provide Expiration Date: ____________________________
CERTIFICATE OF NON-BARRED BIDDING

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

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

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise

Women Business Enterprise

Neither

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/09)
# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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<th>Field</th>
<th>Description</th>
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<tr>
<td>1</td>
<td>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td>
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<tr>
<td>2</td>
<td>Business name/disregarded entity name, if different from above</td>
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<tr>
<td>3</td>
<td>Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation or S Corporation or Partnership or Trust/estate single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership). Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions).</td>
</tr>
<tr>
<td>4</td>
<td>Exemptions codes apply only to certain entities, not individuals; see instructions on page 3. Exempt payee code (if any). Exemption from FATCA reporting code (if any). Applies to accounts maintained outside the U.S.</td>
</tr>
<tr>
<td>5</td>
<td>Address (number, street, and apt. or suite no.). Requester's name and address (optional)</td>
</tr>
<tr>
<td>6</td>
<td>City, state, and ZIP code</td>
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<td>7</td>
<td>List account number(s) here (optional)</td>
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## Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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<td>or</td>
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<td>Employer identification number</td>
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## Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

### Sign Here

Signature of U.S. person

Date

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States and are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 5233 (see Publication 516; Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The country treaty.
2. The treaty article addressing the income.
3. The article number (or location) in the treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under the U.S. tax, this student will become a resident alien for tax purposes if he or she stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 5233.

**Backup Withholding**

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payments and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester a properly completed Form W-9, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payees code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

**Also see Special rules for partnerships above.**

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are a tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $100,000 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Line 1**

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and then your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1, if the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC): If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "PR" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.
- Generally, Individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(9)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payee listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for ...</th>
<th>THEN the payment is exempt for ...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Broker exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $500 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA Reporting Code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(9)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(10)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(19)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get an SSN, your TIN is your individual taxpayer identification number (TIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3674).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 90-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.
**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (unless required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii)) (A)</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or privity that owns a governmental program payments</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1069 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)) (B)</td>
<td>The trust</td>
</tr>
</tbody>
</table>

---

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.
OVERVIEW
The City of Rockford is requesting proposals for a complete water main capacity-fire hydrant assessment and flow-testing program from an experienced professional services firm with extensive experience in water distribution system fire hydrant assessment, operation and information management to assess and evaluate all the fire hydrants in the City of Rockford’s water distribution system.

The City of Rockford has three primary goals with this project.

1. Perform water main capacity-fire hydrant flow testing and assessment on the distribution system to such an extent as to locate, evaluate, and improve the operability of the fire hydrants by operating and flushing hydrants.
2. Document, all locations, physical information, and operational conditions of fire hydrants in the water distribution system through this program.
3. To evaluate and redevelop the scope of this project for implementation as an ongoing distribution system maintenance program.

The City of Rockford is desirous of a professional services firm that will develop, plan and execute a water main capacity-fire hydrant flow testing program to; locate, inspect, assess, operate, record water flowed, mark, grease caps, calculate potential fire flow at 20 PSI, and create a deliverable Database in a format suitable and compatible with the City of Rockford’s current GIS/Database system. As a part of this program; fire hydrants requiring additional (requiring backhoe excavation) work in order to bring them to full operability shall be inventoried and entered into a Database work order system, compatible with the City, where they will be prioritized according to condition and criticality. Results will include individual reports of the location of all fire hydrants including the attribute data associated with that fire hydrant. Recommendations for refining of the scope and value of an ongoing system-wide program will also be made based on the overall evaluation of the criticality of every fire hydrant. The final report shall be submitted within thirty (30) days after completion of project in a detailed report. Periodic reports may be required as determined by the City of Rockford. The specifications contained herein describe the minimum requirements of the City of Rockford and any omission shall not relieve the Proposer of furnishing quality service in a timely manner.

PROJECT APPROACH AND PROJECT MANAGEMENT
The Proposer shall complete a “Project Approach” summary, demonstrating their complete understanding of fire hydrant assessment methodologies to be employed. This summary shall be a narrative describing the proposer’s planned fire hydrant assessment evaluation methodology and approach to the project. A comprehensive project management plan and planned auditing techniques shall be outlined. Proposer shall account for potential problems to be expected and techniques to be employed for solving those problems especially in the area of limited data, inoperable fire hydrants and access to fire hydrants. Quality Control and Quality Assurance procedures shall be outlined in this section, thus insuring the accuracy of the analysis of the data.

The Proposer will outline their proposed Project Management System relating to the objectives of the City of Rockford’s project. The Project Manager’s responsibilities will be clearly spelled out as well as the responsibilities of the two-person field team consisting of a Field Project Leader and a Field Technician, with task assignments clearly spelled out. This will identify who has the authority to speak on behalf of
the Proposer for progress reports, and any changes to the project that may affect the outcome and completion of the project.

FIRM EXPERIENCE
The Proposer shall provide a company overview covering all the services provided. This should include its primary line of business; how long the company has been in business, and how long the company has been providing fire hydrant assessment services with regard to this proposal.

The Proposer will submit at least five (5) project references where the Proposer has completed similar work in size and scope in the last three (3) years. This submittal will include the following:

- A brief description of the work completed.
- Contracted amount.
- Time required completing the project.
- Findings of the project.
- Projected annualized cost saving to the CITY/UTILITY authorizing the project.
- Contact names, phone numbers, addresses, and e-mail addresses of the CITY/UTILITY authorizing the project.

EXPERIENCE OF KEY PERSONNEL
The City of Rockford is desirous of a quality professional services firm that can provide the City with the services listed below in a safe, efficient and professional manner. As a condition of this request, the firm must provide experienced, courteous, professional, trained and qualified personnel. At a minimum, the project team shall be consist of the following personnel:

- A Project Manager with five (5) years of managing water main capacity-fire hydrant flow testing and assessment programs.
- A Field Project Leader with three (3) years of water main capacity-fire hydrant flow testing and assessment programs.
- A Field Technician is not required to have experience if the professional services firm has employed him/her for less than one (1) year. However, the City prefers the Technician to have completed training (certified where applicable) in traffic control and flagging (ATSSA and/or MUTCD Standards), confined space entry, CPR and First Aid within six (6) months of his/her hire date. The Technician/Laborer will also have an OSHA 10 Hour Card in General Industry (OSHA Standard 1910) within the same six (6) month period.

SAFETY
The City of Rockford is committed to the safety of its personnel and the general public. The Proposer must comply with all the City's safety requirements and those of the City, County, State and Federal Government. The submitting firm will provide their safety record (last three years) and a project safety plan. As a part of the City's Safety and Risk Management plans, Two Man Project Teams are required and will work together during the course of the project. The use of one-man project team is not acceptable and will be considered non-responsive as it relates to this Proposal.

The Proposer will adhere to the following:
- Proper PPE (personal protection equipment) shall be worn at all times. A class III reflective safety vest will be worn for all work. Class II is not be acceptable.
• The Project Team will follow all traffic safety rules, as is designated by the Utility, The Department of Labor, OSHA and the State Department of Transportation. Project personnel will be trained (certified were applicable) by an organization such as the AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), in Traffic Control and Safety (MUTCD Standards).

• The Project Team will follow all procedures regarding Work Place First Aid & CPR, as is designated by the Utility, The Department of Labor and OSHA. Project personnel will be trained (certified where applicable) in First Aid & CPR.

• The Project Manager and the Project Leader will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.

A minimum of Two Person Project Teams are required. The use of One Person Project Teams is not acceptable and will not be allowed to perform work on the water system.

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 firm for the duration of the contract unless explicitly waived by the Central Services Manager:

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

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

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

• **Insurance Certificates.** Each Certificate of insurance shall provide that the insurer must give the City at least 30 days’ prior written notice of cancellation and termination of the City’s coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

**PROPOSER SHALL PROVIDE A COVER LETTER THAT PROVIDES THE FOLLOWING**

1. Details of company such as address, phone number, etc.
2. Proposal number or bid number
3. Highlights of proposer’s qualifications
4. Understanding of project
5. Any subcontractors to be employed
6. Organization of Proposal (outline)

**QUESTIONS**

All questions shall be submitted in writing by Tuesday, May 9, 2017 to Anne Wilkerson, Sr. Financial Analyst at anne.wilkerson@rockfordil.gov.

**SCOPE OF SERVICE**

The City of Rockford desires the Proposer to develop, plan and execute a program to locate, inspect, assess, operate, record water flowed, mark, grease, create a deliverable database in a format suitable and compatible with the City’s current GIS/Database system platform, and create work orders for fire hydrants. This program will address all fire hydrants throughout the City’s water distribution system.

This work shall essentially consist of the following elements:

• Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Utility personnel upon demand.

• Inspection of all fire hydrants for appearance, accessibility, leakage and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.

• Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully “flow” upon demand. Adherence to the AWWA M-17 manual, NFPA 291 and ISO requirements is required.

• Compilation of the fire hydrant information collected by means of a fire hydrant online/web based database with hard copy reproduction capabilities. The database shall be accessible in a majority of GIS systems that support Open Database Connectivity.
• Perform an analysis of the condition and criticality of each fire hydrant. This will be done based on the size of the water mains that feed the fire hydrant; proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants/pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

**Fire Hydrant Location**
It is the intent of the Utility to create a complete and current inventory of the location of all Fire Hydrant attributes in the Utility water system.
• The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
• Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Utility personnel upon demand.

**Fire Hydrant Appearance**
• Condition of the paint.
• Verify color correctness, based on the utilities color scheme.
• Note the upright position of the fire hydrant. Note any evidence of being hit by a vehicle.
• Should bollards be installed to protect the fire hydrant? Should the fire hydrant be relocated away from traffic?

**Fire Hydrant Accessibility**
• Does the fire hydrant need to be [horizontally] raised, or lowered?
• Do the pumper port and nozzles face the correct direction?
• Does the fire hydrant need to be relocated? Is the soil surrounding the fire hydrant capable of supporting it (important for proper breakaway)?

**Fire Hydrant Functionality**
• Are the nozzle/pumper threads in working condition?
• Do the nozzle/pumper ports require any maintenance or need to be replaced?
• Does the fire hydrant drain properly (dry-barrel)?
• Is the fire hydrant barrel still dry after pumping out the water and waiting a few minutes?
• Is it difficult to operate?
• Does it provide adequate fire-flow?
• Is the operating nut of the fire hydrant in good condition?
• Have the corners of the operating nut been rounded off (from people using a pipe wrench instead of a fire hydrant key)?
• If it appears the fire hydrant has been illegally operated, should protective devices be installed to deter vandalism?
Fire Hydrant Inspection and Operation Procedure

- Check the fire hydrants appearance. Condition of paint and proper color-coding should be assessed.
- Does the fire hydrant need raised? Is it accessible and facing the correct direction? Repair or schedule a repair, as necessary.
- Remove one nozzle/pumper cap and, using a listening device, check for main valve leakage. Repair or schedule a repair, as necessary.
- Replace the nozzle/pumper cap, loose enough for air to escape. Open fire hydrant a few turns, allowing air to vent from loose cap. Tighten cap.
- Open fire hydrant fully, checking for ease of operation. Repeatedly exercise the operating stem, as needed, to remove buildup and promote better operation. If lubrication or stem replacement is required, perform or schedule the necessary work.
- With the fire hydrant fully pressurized, check for leakage around the flanges, nozzles/pumpers, seals, and operating nut. Report to City of Rockford for repairs and maintenance.
- Partially close the fire hydrant to open the drain outlets, and flush for 10 to 15 seconds.
- Completely close the fire hydrant, and then open it a ¼ to ½ to relieve the pressure on the thrust bearing or packing.
- Remove a nozzle/pumper cap, and attach a diffuser. Flush the fire hydrant to remove foreign material.
- Close the fire hydrant and remove the diffuser. Place your hand over the nozzle/pumper to check for suction as the water drains out of the barrel. For no-drain fire hydrants, the water must be pumped from the barrel.
- Check for fire hydrant leakage with a listening device.
- Remove all nozzle/pumper caps and inspect the threads. Clean and apply approved lubricant to caps and nozzles/pumpers.
- Inspect cap chains for binding and ease of movement. Unbind, if able.
- Replace the caps and tighten them to the Utilities specification.
- Check operating nut lubrication and maintain as needed.
- Inspect breakaway device for damage.
- Verify GPS location of fire hydrant.
- Notify the Utility immediately of inoperable fire hydrants needing major repair.
- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Utility.
- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.
Documentation
The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into a fire hydrant online/web based database with hard copy reproduction capabilities. The report shall include, but not be limited to, the following fire hydrant information:
• Location and number.
• Physical damage or defect.
• Obstructions on or around the fire hydrant.
• Fire hydrant outlets face proper direction.
• Minimum ISO defined clearance between lowest outlet and ground.
• Auxiliary valve is present and visible.
• Condition of paint – correct color code.
• All outlets are cleaned and lubricated.
• Hydrant Status: Public or Private.
• Static pressure reading is taken.
• Operating stem is exercised and lubricated.
• Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations
The Proposer will document and note any corrections needed on the Utility's Atlas. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATION AND COMMUNICATION
The Proposer is expected to perform the following:

• Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the water main capacity-fire hydrant flow testing and assessment program for the prior workday, and plan current day and areas to survey.

• At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.

• Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.

• Information collected by the Project Team during the water main capacity-fire hydrant flow testing and assessment program and any other information provided by the City shall be regarded as CONFIDENTIAL and will not be shared without permission from the City.

• Pressure gauges to record flow and pressure shall be tested weekly with testing records logged.

• A fire hydrant assessment log of activity will be included with the final report that will include the following;
Areas work performed in.
Type of problems observed.
Location of problems discovered.
Mapping errors on the water atlas.
Recommendations of fire hydrants installations for better fire suppression control.
Fire hydrants to be assessed by criticality.

A Final report will be prepared at the completion of the project which will include all water main capacity test results, fire hydrant assessment reports and other problems found in the system during the course of the water main capacity-fire hydrant flow testing and assessment program that need the attention of the City of Rockford Water Division. This final report shall be made available for submission to the Water Division within thirty (30) working days of the completion of the fieldwork.

The final deliverable shall be a complete fire hydrant database accessible by the City “on line” (web based) with appropriate users name and password.

Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

If requested, the Professional Services firm shall present findings of the Water main capacity-fire hydrant flow testing and assessment program to the City at a City Council Meeting at no additional charge.

PROPOSED SCHEDULE
The Proposer will submit as part of the proposal, a work schedule detailing the work plan. This will include a time and date estimate for each task session of the project. A calendar or Gantt chart timeline would be helpful for detailing the work proposed. This schedule shall include time and dates from the kick-off meeting to the submission of the final report. Interim reporting will be detailed as well as the day-to-day activity monitoring. Any meeting involving the City shall be identified here as well.

FIRE HYDRANT FLOW TESTING AND ASSESSMENT PROPOSED PRICING
The Proposer shall supply the City of Rockford a unit price (per fire hydrant) and a total price for both the water main capacity-fire hydrant flow testing and hydrant assessment program. These unit prices will include all costs associated with the water main capacity-fire hydrant flow testing and assessment program for the selected fire hydrants in the distribution system. The Proposer shall estimate unit/total pricing based on the completion of both services on 1,000 hydrants.

ASSUMPTIONS AND SERVICES PROVIDED BY THE CITY OF ROCKFORD

- The City of Rockford Water Division will furnish all maps, atlases, and records necessary to properly conduct the water main capacity-fire hydrant flow testing and assessment program. Digital copies of the map (AutoCAD, ArcView) will be provided if available.

- The City of Rockford Water Division will assist as necessary where traffic control may be extreme.

- The City of Rockford Water Division will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with inoperable or difficult to operate fire hydrants and for general information about the water system.
This person will not need to assist the Project Team on a full time basis, but only on an “as needed” basis.

- The Utility will assist, if needed, to locate all nonmetallic pipes within the service area.

**EVALUATION OF PROPOSAL**

An evaluation team using set criteria will evaluate the proposals. The evaluation team may consist of representatives from the Public Works, Information Technology and Finance Departments. Evaluation criteria to be used are listed below, each with an assigned point value, for a total possible score of 100.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of Work, Project Approach and Project Management</td>
<td>25</td>
</tr>
<tr>
<td>Firm Experience</td>
<td>20</td>
</tr>
<tr>
<td>Experience of Key Personnel</td>
<td>20</td>
</tr>
<tr>
<td>Overall Evaluation of the Firm and its ability to provide the required services</td>
<td>10</td>
</tr>
<tr>
<td>Proposal Price</td>
<td>25</td>
</tr>
</tbody>
</table>

No contract shall be awarded except to responsible firms capable of performing the class of product and service described. Before being considered for the award, firms 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 firm’s ability provide the desired product and service.