

**INVITATION TO BID
PAINT PROGRAM
#44-14**



ISSUED BY

DIVISION OF PURCHASING

**CITY OF
PEORIA, ILLINOIS**

**Sealed Requests for Bids will be received at the office of
THE PURCHASING MANAGER
Room 108, City Hall, 419 Fulton Street,
Peoria, Illinois until 2:00 P.M.**

**Thursday, September 25, 2014
for furnishing the materials, or services
described herein.**

**PLEASE RETURN ENTIRE
DOCUMENT AS YOUR RESPONSE.**

SUBMITTED BY:

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INSTRUCTIONS TO BIDDER (1) 2/26/13

ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within **sixty (60)** calendar days from the bid opening date.

ADDITIONAL COPIES OF SPECIFICATIONS - Bidders may secure additional copies of the bid specifications from the City Purchasing office.

BID ENVELOPE IDENTIFICATION - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate in the LOWER LEFT HAND CORNER OF THE ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

MAILING OF BIDS - **Two copies of all bid proposals are** to be mailed or delivered to the City Purchasing Manager, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

CLOSING TIME - The Bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

WITHDRAWAL OF BIDS - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

ALTERNATE BIDS - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

DISCOUNTS - Cash discounts for payment within twenty (20) days or more will be considered in the awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid evaluation. Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

SIGNATURES - Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria and/or County of Peoria **must** be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* Though the form may be included in the bid package, it can be requested on-line from the City’s website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Government > Departments A-G > Equal Opportunity > Forms, then select “Employer Report Form CC-1”. The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the contract.

Good Faith Efforts Requirements (projects exceeding \$50,000)
Minority/Women Business Enterprise(M/WBE) Utilization

Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid. For details on what records see **M/WBE**

Participation Requirements for Good-Faith Efforts, Section III.
Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all bidders even if it is a “no bid”. Do not include any personal information such as social security numbers that the bidder/proposer wishes to keep confidential.

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.

CITY’S AGENT- The City Purchasing Manager shall represent and act for the City in all matters pertaining to the bid proposal and contract in conjunction thereto.

PATENTS - The successful bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacturer, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

DEFAULT - In case of default by the contractor, the City will procure the articles services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager and as a result may be disqualified from doing business with the City for the period of one year in accordance with Section 10-102 of the Peoria City Code. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful bidder agrees to furnish the material or services according to the City’s plans, specifications and conditions and at prices specified hereon.

BID-RIGGING OR BID-ROTATING - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 - 5/33E-4.

DELINQUENT PAYMENT - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

PREVAILING WAGES – Work under some contracts will obligate the Contractor and Subcontractors not to discriminate in employment practices. Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., may apply to this project. Additional information can be obtained by calling (217) 782-6206. Applicable prevailing wage rates can be found at www.state.il.us/agency/idol/ for examination. Also applicable to this project are project provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et.seq., which requires that Illinois residents of 30 days or more be hired for Public Works Projects and improvements if the State Unemployment rate exceeds 5% for two (2) consecutive months.

During the term of the awarded contract or as long as work continues, whichever is longer, and on a monthly basis, the Contractor shall submit in person, by mail or electronically, a certified payroll to the Designated Representative of the City of Peoria. The certified payroll shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed by them to perform the work hereunder. The records shall include the following information for each worker:

- name
- address
- telephone number when available
- social security number
- classification or classifications
- the hourly wages paid in each pay period
- the number of hours worked each day, and
- the starting and ending times of work each day.

The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor or subcontractor which avers that:

- (1) such records are true and accurate
- (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act (820 ILCS 130/0.01 et.seq.), and
- (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B Misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified above to the City, its officers and agents.

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

AFFIRMATIVE ACTION REQUIREMENTS - “The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the city written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors.”

“The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

Local Purchasing -

For purchases of \$10,000.00 or greater, if: (1) the lowest bidding local vendor is a responsible bidder; and (2) the lower-bidding responsible bidders are not local vendors; and (3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the CONTRACTOR for performance of this contract; (2) coordinating the efforts of the CONTRACTOR in the consummation or completion of this contract; or (3) monitoring or determining the performance of the CONTRACTOR. The CONTRACTOR further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the CONTRACTOR; (2) disqualification of the CONTRACTOR from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

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Equal Employment Opportunity Certification

The City of Peoria requires all vendors to conform to the requirements of Section 17-120 of the Peoria City Code, titled "Affirmative Action Requirements for Contracts with the City of Peoria".

Vendors must complete and return to the Equal Opportunity Office an *Employer Report Form CC-1* to become certified. This form is available on line at www.ci.peoria.il.us.

If a vendor has already submitted a Employer Report Form CC-1, but the certification has expired, there is a renewal application that may be returned.

There is a \$50.00 yearly fee for the certification.

Although all vendors are encouraged to obtain Equal Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid or proposal. This number is only required upon the award of the contract.

If you have any questions please contact:

City of Peoria
Chris Switzer, Purchasing Manager
419 Fulton Room 108
Peoria, IL 61602

Phone 309 494 8507
Fax 309 494 8510
E-mail cswitzer@ci.peoria.il.us

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CITY OF PEORIA, ILLINOIS

PAINT PROGRAM

BID # 44-14

DATE: September 10, 2014

1. SCOPE

This specification covers the purchase of various types of exterior house paints by the City of Peoria, which will be issued to residents living within the income-eligible area.

2. QUANTITY REQUIRED

The City has a budget of \$25,000 for the purchase of these various paints. Since it is impossible for the City of Peoria to know how many people will take advantage of the free paint program, there is no minimum paint purchase guaranteed under this specification. The maximum purchase will be \$25,000.

3. DELIVERY OF PAINT

The City will issue to the residents a "paint voucher" which will have a five (5) gallon limit per voucher. The property owner will take the voucher to the designated paint store(s) for the paint. Other painting supplies, i.e. brushes, sandpaper, scrappers, etc. will be purchased by the owner. The supplier will be expected to have an ample supply of paint in stock to fill the orders when presented. If the supplier cannot keep up with the paint demand, the City reserves the right to purchase paint from other sources until the supplier corrects the problem. The supplier is also required to provide a one-page instructional sheet to each voucher holder that explains the "how to" for exterior painting, preparation and application, ect. The supplier shall have distribution point(s) within the City limits for the sale of paint. It is essential that the store have Saturday operating hours.

4. PAYMENT PROCEDURES

The supplier shall issue an invoice for each paint voucher. The quantities listed should agree. The purchaser shall sign his name on the invoice and the paint voucher stating he had received the paint. A copy of the paint voucher shall be stapled to the invoice and mailed to the City of Peoria, Neighborhood Development Division, Paint Program, 419 Fulton Street, Suite 203, Peoria, IL 61602

5. REPORTING REQUIREMENTS

The supplier is required to keep records of the distribution of all paint vouchers. Specifically, each particular type of paint in the contract should be monitored, as well as the total number of gallons used in the program. It is the supplier's to respond within five (5) business days to any request from the City of Peoria Community Development staff concerning the usage of each of the five (5) types of paint and/or overall usage. At the conclusion of the painting season or the termination of the program due to lack of funds, the supplier will calculate the total usage of each type of paint and the total number of gallons used. These figures will be forwarded to the Community Development Staff within ten (10) business days after the close of the painting season or the termination of the program.

6. CONTRACT PERIOD

The contract prices shall remain in effect from the date the paint program bid award, September 25, 2014, until all funds are expended, but no later than December 31, 2015.

7. CONTRACT AWARD

The supplier is required to have one (1) vendor who can supply the paint for the entire City of Peoria. The vendor must be located in the City of Peoria boundaries. The contract award will be based on the vendor that meets all the requirements of the bid, the specifications of the paint, and the lowest grand total price for the paint.

8. PAINT SPECIFICATIONS

Listed below are the paint specifications for the four (4) types of paint which will be purchased:

- 1) Floor and Porch Enamel
Must be Glidden Model 3018-3940N Floor Enamel or Equivalent (Behr or California)
- 2) Exterior Wood Primer
Must be Glidden Model 2110-1200 Exterior Primer or Equivalent (Behr or California)
- 3) Latex Flat Exterior House Paint
Must be Glidden Model 2200-0100 or Equivalent (Behr or California)
- 4) Latex Semi-Gloss exterior House Paint
Must be Glidden Model 2400-0100 or Equivalent (Behr or California)

Each bidder shall submit, with the bid, a fact sheet stating the physical specifications for his paint as compared to the specifications.

Each bidder shall submit a color chart of no less than twenty (20) colors for the latex and no less than six (6) colors for the porch paint. Exterior primer shall be white. Paint shall be furnished in one gallon cans. The City will choose 5 colors, to be determined. No deep base colors.

A gallon can must be a full US measured gallon unit.

Please list the addresses, telephone numbers and contacts of your stores that will be participating in this program:

CITY OF PEORIA BID PROPOSAL

Total Cost = Estimated Gallons X Per Gallon Price

1. **Floor and Porch Enamel**
Estimate 90 gallons
Price Per Quart \$ _____
Price Per Gallon \$ _____ **Total Cost \$** _____

Manufacturer and Name of Paint _____

2. **Latex Acrylic Wood Exterior Primer**
Estimate 30 gallons
Price Per Quart \$ _____
Price Per Gallon \$ _____ **Total Cost \$** _____

Manufacturer and Name of Paint _____

3. **Latex Flat Exterior Paint**
Estimate 100 gallons
Price Per Quart \$ _____
Price Per Gallon \$ _____ **Total Cost \$** _____

Manufacturer and Name of Paint _____

4. **Latex Semi-Gloss Exterior Paint**
Estimate 400 gallons
Price Per Quart \$ _____
Price Per Gallon \$ _____ **Total Cost \$** _____

Manufacturer and Name of Paint _____

**CITY OF PEORIA
BID PROPOSAL**

The executing of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:

Company # Peoria EEO Certificate of Compliance #

Address

City State Zip Daytime Telephone

After Hours Telephone Contact Person (Please print or type)

Signature of Authorized Agent or Officer Date

MARK ENVELOPE: BID 44-14