

**VILLAGE OF FRANKLIN PARK**

**NOTICE TO BIDDERS**

**CONTRACTUAL STREET SWEEPING PROGRAM**

The Village of Franklin Park will receive sealed proposals until 10:00 a.m. local time on **April 15, 2015** at the Franklin Park Village Hall, located at 9500 Belmont Avenue, Franklin Park, Illinois 60131 at which time and place the bids will be publicly opened.

The proposed project consists of sweeping the Village maintained streets on both a regular and call out basis. Proposal specifications will be made available free of charge on Friday, March 27, 2015 on the Village of Franklin Park website or at the Village Clerk's Office, 9500 Belmont Avenue, Franklin Park, IL 60131.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Village of Franklin Park reserves the right to defer the acceptance of a proposal for a period not to exceed 45 calendar days after the date proposals are to be received and to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the Village.

Village of Franklin Park

Joe Lauro  
Utilities Commissioner

**Village of Franklin Park**  
**Proposal for**  
**Contractual Street Cleaning**

TO: Mayor and Board of Trustees  
Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, Illinois 60131

FROM: \_\_\_\_\_  
Company

\_\_\_\_\_

Address

\_\_\_\_\_

City State Zip

(\_\_\_\_\_) \_\_\_\_\_

Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the Contractual Street Cleaning for the Village of Franklin Park, Illinois, in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one year period, but shall provide that it can be extended, on an annual basis, at the option of the Village of Franklin Park in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

The Contractor understands that a contract to purchase the product and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

The undersigned has received and considered in this proposal the following:

Addendum # \_\_\_\_\_  
Addendum # \_\_\_\_\_  
Addendum # \_\_\_\_\_

If no addenda were received, mark not applicable.

The undersigned submits a bidder's bond, certified check, bank cashier's check, or a bank draft, in an amount equal to 5% of the proposal.

The undersigned agrees to submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

<u>Unit Prices</u>	<u>Cycle Price</u>	<u>Extended Price</u>
A. Residential Street Sweeping: One cycle per week for 37 weeks	_____	_____
B. Main Arterial Street Sweeping: Two cycles per week for 37 week	_____	_____
C. Parking Lot Sweeping: Three sweepings	_____	_____
D. Industrial Area sweeping: Four sweepings	_____	_____

**Extended Total:**

\_\_\_\_\_

E. Additional Services:

Hourly Services

\$\_\_\_\_\_per hour/per sweeper

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Respectfully submitted,

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

## PREVAILING WAGE ACT NOTIFICATION TO CONTRACTORS

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, 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. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefor.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, of \_\_\_\_\_, Illinois, as part of its bid on a contract for Contractual Street Sweeping for the Village of Franklin Park, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

\_\_\_\_\_, having submitted a bid/proposal for Contractual Street Sweeping to the Village of Franklin Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A) 1994.

I, \_\_\_\_\_ duly authorized agent for \_\_\_\_\_, having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:
2.
  - a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, printed  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\*\*\*SEAL\*\*\*

## INSTRUCTIONS TO BIDDERS

### GENERAL CONDITIONS

**1. Examination of Plans, Specifications and Site of Work:** The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect. The bidder shall provide a lump sum price for the regularly scheduled street sweeping as specified and an hourly rate for call out and emergency street sweeping services.

**2. Preparation of Proposal:** The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

**3. Bidder's Statement of Competency:** The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter (See Attachment A) addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (3) similar projects completed within the last 18 months, and any other pertinent or material facts.

**4. Delivery of Proposal:** The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened.

**5. Opening of Proposals:** Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

**6. Rejection of Proposals:** The Village reserves the right to reject a bidder's proposal for any of the following causes:

6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.5 Proposal form is other than furnished by the Village.

6.6 Proposal is not accompanied by a proper bidder's statement of competency.

6.7 Lack of qualifications as revealed by the bidder's statement of competency.

6.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

**7. Award of Contract:** Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the Village.

**8. Insurance Requirements:** The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village. The amount of such insurance shall be not less than the following:

1. Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.



2. General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars (\$2,000,000.00) for each item.
3. Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00).
4. Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate. (Village Code Title 7-1-7A)

**9. Failure to Execute Contract:** Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

## **10. Indemnification**

10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 10.

10.2 In claims against any person or entity indemnified under this paragraph 15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph 10 shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

**11. Tax Exempt** The Village of Franklin Park is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Franklin Park in order to claim this tax exempt status.

**12. Payment:** Payment of invoices submitted before the 15th of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

**SPECIFICATIONS FOR CONTRACTUAL STREET SWEEPING FOR  
THE VILLAGE OF FRANKLIN PARK**

Proposed Contract and Scope of work are attached to and made a part of this bid notice.