



INVITATION TO BID

Requesting:	Bid(s) for the Safe Routes to School Signage
Issue Date:	September 6, 2024
Last Date for Questions:	September 30, 2024, by 2:00 PM
Addendum Posted:	October 3, 2024, by 12:00 PM
Proposals Due:	October 8, 2024, at 10:00 AM
Public Opening:	bids.oswegoil.org
	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply
Note:	10% Bid Bond with the bid submittal
	110% performance, labor and material payment bond on award of contract

All questions concerning this solicitation shall be submitted via e-mail to Madeleine Upham at mupham@oswegoil.org before the date stated above. A written response in the form of a public addendum will be published on the Village's website by the said date above.

Contact with anyone other than the proposal contact listed above for matters relative to this solicitation during the solicitation process is prohibited.

CONTENTS

INVITATION TO BID.....	1
CONTENTS.....	2
LEGAL NOTICE.....	3
INSTRUCTIONS TO BIDDERS.....	4
GENERAL CONDITIONS	8
DETAILED EXCEPTION SHEET	12
SUBCONTRACTORS LIST	14
EXHIBIT A- STATE BID VERIFICATION DOCUMENTS	

LEGAL NOTICE

INVITATION TO BID THE SAFE ROUTES TO SCHOOL SIGNAGE

The Village of Oswego will be accepting sealed bids for the Safe Routes to School Signage until October 8, 2024, at 10:00 AM local time. Bids will be virtually opened and read aloud publicly on the same day and time by going to bids.oswegoil.org.

Project Title: Invitation to Bid the Safe Routes to School Signage
Proposal No. 24-6020-12

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Village's website www.oswegoil.org. Hard copy, emailed or faxed Bids will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their Bids 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to mupham@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

Bidders are advised of the following requirements of this contract:

1. Applicability of Illinois Prevailing Wage Act (820 ILCS 130/1-12.),
2. 10% bid bond with the bid submittal,
3. 110% performance, labor and material payment bond on award of contract.
4. Certificate of Insurance Required from Awardee
5. IDOT BLR Forms and Specifications per Grant Award Requirements

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to mupham@oswegoil.org until September 30, 2024 at 2:00 PM local time. Responses will be posted in DemandStar by October 4, 2024 at 12:00 PM local time.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of bids or the performance of the contract.

INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of Bids:

- A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
- B. Each Bidder must submit a complete Bid package, including the following items:
 - a) **References**
 - b) **Detailed Exception Sheet**
 - c) **Subcontractor Listing**
 - d) **Completed EXHIBIT A**
 - e) **Signed Addendum(s) if applicable**
 - f) **W-9**
 - g) **Bid Bond (scanned and mailed)**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
- E. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
- G. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- H. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- I. The Bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work.
- J. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.

- K. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
- L. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
- M. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- N. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

2. **Additional Information Request:**

Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Madeleine Upham, Management Analyst, at mupham@oswegoil.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if it in its best interest.

3. **Conditions:**

The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.

- B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
- D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
- E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

4. **Award of Bid:**

The Village reserves the right to reject any or all bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.

- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
- C. All awards made in accordance with this Code are final determinations.
- D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
- E. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid /bid.
 - Record of payments for taxes, licenses or other monies due to the Village.

5. **Rejection of Bids:**

- A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest

responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.

- C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
 - D. Bids may also be rejected if they are made by a Bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
6. **Equal Opportunity:**
The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
7. **Non-Discrimination:**
The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
8. **Execution of Documents:**
The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:
- A. Bids signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - B. Bids that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.
 - C. Bids that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
 - D. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.

Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed Contractor shall not be evaluated for the award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

GENERAL CONDITIONS

1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work in this bid will be considered not responsible and will not be considered for award of the contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements that follow, to successfully pursue the work in this bid.

2. Work Schedule

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the bid, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	

All work shall be performed during normal business hours (Monday through Friday 7:00 AM-3:00 PM). The contractor is responsible for scheduling appointments in advance with the project manager.

3. Method of Assignment

The Village may add, delete, or change the work locations or details of the marking layouts at any time during the work period, with at least two (2) working days prior notice to the Contractor.

4. Equipment

All Equipment required to perform the contract is the sole responsibility of the Contractor and should be included in the bid. Multiple mobilizations may be expected and will not be treated like extras.

5. Traffic Control and Public Safety

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic and

shall not park or stop except within designated parking areas.

All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes and have “slow-moving vehicle designators” as required. All vehicles and equipment must be marked to properly identify the Contractor’s company, including phone number and must be visible at all times.

- A. Manual on Uniform Traffic Control Devices.
- B. Regulations of the Department and the Village of Oswego.
- C. Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- D. All subsequent revisions and supplements to the above documents.
- E. The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- F. The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- G. The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage injury or loss to the same.
- H. Work can be completed during late evening or overnight hours when traffic is minimal.

6. **Bid Bond**

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%), or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier’s check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be uploaded with the bid documents through the DemandStar bid portal and the original must be mailed to: Village of Oswego, Attn. Madeleine Upham, Bid Bond, 100 Parkers Mill, Oswego, IL 60543.

7. **Performance, Labor and Material Payment Bonds**

The successful bidder shall furnish at the time of execution of the contract a performance bond for the full amount of the contract to guarantee the completion of any work to be performed by the Contractor under the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

Performance bond satisfactory to the Village must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village, in an amount equal to 110% of the contract price specified. The surety on the bond shall be a company

that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

The performance, labor and material payment bond must be emailed to mupham@oswegoil.org and the original must be mailed to: Village of Oswego, Attn. Madeleine Upham, Performance Bond, 100 Parkers Mill, Oswego, IL 60543

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bonds.

8. Delivery of Materials

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

9. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

10. Decisions and Explanations by Village

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and

conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 2

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

Reference No. 3

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Dates of Service *Nature of Work*

DETAILED EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential Contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

SUBCONTRACTORS LIST

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work