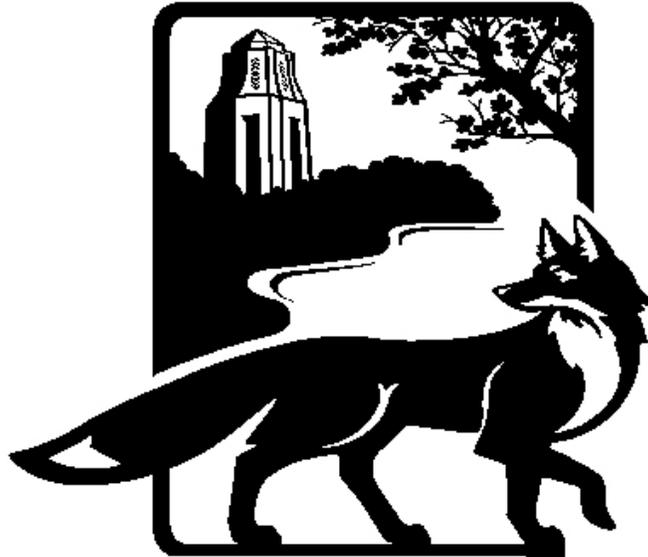


CITY OF ST. CHARLES, ILLINOIS



ST. CHARLES
S I N C E 1 8 3 4

Request for Bids:

Environmental Services Water Treatment Salt

April 12, 2018

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SECTION I: WATER TREATMENT SALT

The City of St. Charles is requesting invitation to bid on our water treatment chemicals the duration of the 2018/2019 fiscal year, ending April 30, 2019. The City is also requesting rates for an optional second year (May 1, 2019 – April 30, 2020) this option will be exercised at the sole discretion of the City. All work will be contracted on a materials basis.

Bids for Treatment Chemicals, as described in the accompanying technical scope, shall be received before **2:00 PM Thursday, April 12, 2018** at the City of St. Charles City Hall, 2 East Main Street, St. Charles, IL 60174, Council Chambers, Attention: Purchasing Manager. Bids will be read aloud at this time. Any bids received subsequent to the time specified will be promptly returned to the Contractor unopened.

Proposals shall be in a sealed envelope labeled with “Sealed Bid –Treatment Salt”.

Any questions shall be submitted to Tim Wilson via e-mail to the following e-mail addresses:

twilson@stcharlesil.gov

Upon receipt of questions prior to April 5, 2018, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after 3PM, April 5, 2018 shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to April 1st.

City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

Scope

The objective of purchasing water softening grade sodium chloride is to allow the Public Works Department, Water Division to reliably maintain an existing service. The salt is used in the regeneration process of water softening. All chemicals are required to be suitable for the production of potable water specification AWWA B200. The request for proposal is seeking a single source supplier with the capability of supplying, and transporting salt.

Locations of Delivery Sites:

Well 3/4: 250 N. Riverside Ave

Well 8: 454 S. 37th Ave

General Conditions

The City estimates of chemical usage are not to be construed as an annual guaranteed quantity and are to be used as a guideline only. Contractor should have minimal five years' experience in

providing drinking water and waste water treatment chemicals. The contractor is required to follow all OSHA, IDL, EPA and DOT chemical handling and transportation requirements. The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed and invoiced by April 30 of each contract year.

Salt Quantity - This salt purchase will provide for the complete water softening salt needs of the City for the contract period. The anticipated rate of purchase shall be 25 tons per order for the contract period, with an anticipated quantity of 750 tons to be purchased.

Delivery Time- The Deliveries may not start before 7:30 AM weekdays, and must be completed for the day by 2:30 PM weekdays. Additional hours must be approved 24-hours in advance to coordinate city staffing. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area. Weekend hours must be approved by the City in advanced, and generally will not be permitted.

Delivery Requirements – All Deliveries are free on board destination point. The destination point will be the city's bulk storage tank(s). The contractor will be responsible for safe transportation and delivery of all orders. All deliveries are to be made within three (3) business days of the order placed or as extended by written approval of City Management. Delivery performance shall be subjected to state herein.

- a. Ordering timeline: For an order placed prior to 9:00 A.M. on a given day, that day would be considered as the first calendar day of the three (3) business day delivery period. For an order placed after 9:00 am on a given day, the day following would be considered as the first calendar day of the two (3) day delivery period.
- b. Liquidated Damages: If the vender is unable to make delivery within the authorized delivery time of three (3) business days the City shall assess and have the right to retain as liquidated damages, not as penalty, of 5 percent per day on the undelivered portion of the order. If after seven days assessment of liquidated damages claims, a vender has still failed to deliver as required, the City reserves the right to immediately, and without notice to vender, take action to remedy vender failure. This may include the termination of the order and purchase chemicals from other sources, or other action to ensure operational status.
- c. Deliver Methods :
 - i. The chemical supply company is required to utilize semi-trucks. Due to site conditions the city requires two methods of delivery.
 1. Controlled pneumatic delivery
 2. Controlled dump delivery
 - ii. All delivery trucks will be required to access on-site locations requiring the backing of trucks.

Delivery Charges: There shall be no additional costs charged to the city for multiple drop sites per chemical order by the supplier. There shall be no added charges for fuel used by the supplier.

Receipt of order: All signed receipts of order should digitally collect and will need to be email to the Inventory control within 24 hour of order acceptance.

Submittal of Bids:

Submittals can either be mailed or hand delivered to:

Mike Shortall
Inventory Control Division Manager
City of St. Charles
2 E. Main St. St. Charles Illinois, 60174

Bids must be submitted on or before:

April 12, 2018 2:00 P.M

Questions concern this request for bids should be directed in email or phone call to:

Tim Wilson at: twilson@stcharlesil.gov or 630-377-4405

SECTION II: INFORMATION TO BIDDERS

1. GENERAL CONDITIONS:

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the Bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles Bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. All Bids submitted are binding for sixty (60) calendar days following the date of the Bid opening

- B. All Bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One Bid per Bidder is allowed.

- C. The award of Bids shall be made, after determination of the successful Bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful Bidder.

- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all Bids, and to accept the Bid, which is in the opinion of the City Council, the lowest conforming Bid from a responsible Bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.

- E. All Bids must be Bid on the basis of delivery to the City’s Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and Bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the Bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful Bidder.

The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer’s Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning Bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning Bidder to purchase items for the Bid project, tax free. It is the intent that the contractor will include the savings into the bid or Bid.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City’s tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. ~~If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. noon and 12:30 p.m. 3:30 p.m.~~
- I. Each Bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5)

days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED _____ **NOT REQUIRED** _____ **x** _____

- L. Travel time (incl. on-site repairs and/or pickup and delivery) is included within the labor or service warranty.

REQUIRED _____ **NOT REQUIRED** _____ **x** _____

2. MATERIALS:

Only new, unused, first quality material and/or equipment shall be offered by the Bidder.

3. BID RESULTS:

Bid results may be available on the City’s website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the Bidder may supply a self-addressed, stamped envelope for obtaining Bid results. NO Bid results will be given by telephone.

4. ADDENDUM

Any interpretation of the specifications or other changes may be made available on the City’s web page under the “Bid & Proposals” page. It is the responsibility of the Bidder to check periodically with the web page on updates and addendums.

5. BID DEPOSIT

A 10% Bid deposit (certified check, cashier’s check, or bank draft) or Bid bond is required to accompany this Bid. Failure to do so will eliminate the Bid.

REQUIRED _____ **NOT REQUIRED** _____ **x** _____

6. PERFORMANCE & PAYMENT BONDS

A performance bond in the amount of 100% of the Bid submitted is required within ten (10) calendar days of acceptance of the Bidder's proposal by the City.

The performance bond of the successful Bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The Bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of Bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED _____ **NOT REQUIRED** _____ **x**_____

7. GENERAL GUARANTY

The Bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. ASSIGNMENT

Assignment of this contract or any part thereof, or any funds to be received thereunder by the Bidder shall be subject to the approval of the City of St. Charles.

9. DEFAULT

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the Bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his or her Bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. INSURANCE

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The Bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the Bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The Bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall

obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED _____ _____ **NOT REQUIRED** _____

For this specific project, the City of St. Charles is requiring a liability umbrella of \$5,000,000 (aggregate for this project).

REQUIRED _____ _____ **NOT REQUIRED** _____

11. CERTIFICATE OF COMPLIANCE

All Bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. HEALTH AND SAFETY ACT

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. PREVAILING WAGE RATE

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 contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The successful Bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker’s name, address, telephone number (when available), the last four digits of the worker’s social security number, classification or classifications, the hourly wages paid in each 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 by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

REQUIRED _____ **NOT REQUIRED** X _____

14. EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS

The successful Bidder, within ten (10) business days after acceptance of the Bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the Bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the Bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the Bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. RELEASE OF BID DEPOSITS

Within 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 executed the contract documents and furnished evidence of the insurance and bonds required by the Bid documents.

16. EQUAL OPPORTUNITY EMPLOYER

The City of St. Charles is an equal opportunity employer, and all Bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. VETERANS PREFERENCE

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie Bid arise between local OR non-local Bidders.

18. CERTIFICATE OF NON-DISQUALIFICATION

All Bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. PROVISIONS OF ST. CHARLES MUNICIPAL CODE

All Bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. SURVIVAL

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

All Bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT

All Bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. WAIVERS OF MECHANICS LIEN

- A. With each application for payment, submit waivers of mechanics liens from the Bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the Bidder has supplied the City with the waiver of liens.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. The City reserves the right to designate which entries involved in the work must submit waivers.
 - 4. Waiver Delays: submit each application for payment with the Bidder's waiver of mechanics lien for the period of construction covered by the application.
- B. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of values.

REQUIRED _____ **NOT REQUIRED** X

JH/mh



City of St. Charles Certificate of Insurance Requirements

The Vendor/Contractor shall be required to carry and evidence insurance coverage with a standard Acord Certificate of Insurance with minimum limits applicable. Sample attached.

1. Minimum Insurance Requirements and Limits

<i>Coverage</i>		<i>Limits</i>
A. Automobile Liability	\$1,000,000	Combined single limit
B. Commercial General Liability	\$1,000,000	Per occurrence
	\$2,000,000	General aggregate

All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendors' Liability coverage.

C. Workers' Compensation	\$500,000	Per accident
(Employers' Liability)	\$500,000	Disease limit
	\$500,000	Each Disease
D Umbrella Liability	\$5,000,000	Limit. Cyber
(If Applicable)	\$1,000,000	Limit
F. Professional Liability (If Applicable)	\$1,000,000	Limit

2. Cancellation or Alteration

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. Workers' Compensation and General Liability Waiver of Subrogation in favor of the City from their carrier.

4. Insurance Certificates

- A. Must be submitted ten (10) days prior to any work being performed to allow review of certificates.
- B. Certificates not meeting requirements must be revised and resubmitted within fifteen (15) days or the subcontractor will not be allowed on the jobsite.

5. Additional Insured and Broad Form Vendors' Liability in favor of the City.

The City must be named as an Additional Insured with the following wording appearing on the Certificate of Insurance: "The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City), shall be named as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed. This coverage will apply on a primary and noncontributory basis."

6. Minimum Insurance Carrier

All contractors, manufacturers/distributors, and suppliers' insurance carriers must comply with the minimum A.M Best rating of A-VI for all insurance carriers.

REFERENCES

All bidders are required to furnish three (3) current references for clients who presently are

using their services. Firm: _____

Address: _____

City State Zip

Phone: _____ Area Code

Firm: _____

Address: _____

City State Zip

Phone: _____ Area Code

Firm: _____

Address: _____

City State Zip

Phone: _____ Area Code

SECTION III: AWWA B200-17 SPECIFICATIONS