## 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." 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 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 quoted on the basis of delivery to the City storeroom, 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 quote.

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 pick up 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:**
The bidder must 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 will be mailed to each bidder receiving a set of the bid documents. Bidders shall acknowledge receipt of such addendum by returning the addendum form.

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 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__X_____ 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__X_____ 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.

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.

A. 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__X_____ NOT REQUIRED_____**

JH/cb

## CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

_____
Name of Contractor

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

/cjb

## CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____ _____(bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

_____
Name of Bidder

By:_____

State of _____),
ss.
County of _____)

Subscribed and sworn to
before me this _____ day
of_____,_____.

_____
Notary Public

JH:cb
Bidders Section II

**Illinois Department of Revenue**
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 2, 2015

CITY OF ST CHARLES
DIRECTOR OF FINANCE
TWO EAST MAIN ST
ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07
to
CITY OF ST CHARLES
of
ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

SAMPLE

STS-70 (R-2/98)
IL-492-3524
10-0001417

ST. CHARLES
SINCE 1834

# City of St. Charles
## Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

(a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois

(b) General Liability Insurance:

1) Bodily injury, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

3) Contractual insurance – broad form, with limits of not less than $1,000,000
each occurrence/$2,000,000 aggregate.

(c) Automotive Liability Insurance:

1) $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

(d) Umbrella liability $5,000,000.

(e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

(f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.