

**VILLAGE OF MUNDELEIN
STREET FURNITURE**



Bid Specifications and Plans Prepared by:

Village of Mundelein
Public Works and Engineering
440 East Crystal Street
Mundelein, IL 60060

Owner:

Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060

REQUEST FOR PROPOSALS

The Village of Mundelein will receive sealed proposals for *Village of Mundelein Street Furniture* at the Mundelein Public Works and Engineering Department, 440 East Crystal Street, Mundelein, Illinois until **June 10, 2016**.

Bidders must submit a firm proposal. The outside of the proposal must clearly identify the firm, individual, or organization that is submitting the proposal. All proposals must be accompanied by a Bid Bond, Certified Check, or Bank Cashier's Check made payable to the Village of Mundelein, in the amount of \$5,000.

Relevant portions of "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, "Fair Employment Practices Act", approved July 21, 1961, as amended and "The Prevailing Wage Act", Illinois Revised Statutes, as amended. (Contract Provisions required by Section 85.38 of the Code of Federal Regulations, US Department of Housing and Urban Development apply to this proposal.)

Contractor understands the Illinois Freedom of Information Act requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Village's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act and agrees to deliver to the Village all records in its possession relating to this agreement within three (3) business days of a request by the Village for said records. Contractor agrees to reimburse the Village any fees, fines, or costs incurred by or assessed against the Village for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Village within three (3) business days of its receipt of a request from the Village to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

Proposal Documents may be obtained through the following:

1. Internet at <http://www.mundelein.org/bidsproposals/bidsproposals.htm>- no charge

Any questions regarding the proposal specifications can be directed to:

Adam Boeche, Director of Public Works and Engineering
440 East Crystal Street, Mundelein, IL 60060
(847) 949-3290 aboeche@mundelein.org

Bidders must execute all signatures where required on their submitted proposals. Bidders need not return the entire contract proposal when proposals are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

1. Business Disclosure Statement
2. Proposal/Schedule of Prices

The Village of Mundelein reserves the right to waive any irregularities and technicalities, and to accept or reject any or all bids or any part thereof.

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The work for which proposals are invited consists of fabrication and delivery of street furniture to be installed by the owner in various locations throughout the Village. Refer to the SPECIAL PROVISIONS section of this specification of the furniture proposed.

DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS

The Drawings, Specifications and Special Provisions are intended to describe a complete scope of work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, measured or calculated dimensions will govern over scaled dimensions. The Contractor shall take no advantage of any apparent error or omission in the Specifications and the Village shall be permitted to make such corrections and interpretations as may be necessary for the fulfillment of the intent of the Specifications. The decision of the Village in the case of any conflicts, errors or omissions is final.

CONTENTS OF PROPOSAL FORMS

All Proposals submitted must be made on the form attached to this request for proposals and shall be complete with total prices as required. The proposals shall include the schedule of prices form also attached.

Contract proposals that are not submitted on the proper form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

CLARIFICATIONS

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the owner a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the owner at least two (2) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, which will be posted on the Village website and emailed to the bidders list.

IRREGULAR PROPOSALS

Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals, or that contain irregularities of any kind or which are not accompanied by the proper Surety, may be rejected as irregular.

DELIVERY OF PROPOSALS

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth in the request for proposals. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

DISQUALIFICATION OF PROPOSALS

2 or more proposals from a person, firm, or corporation, under different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will cause rejection of all proposals. Any or all proposals will be rejected if there is evidence of collusion among the bidders.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw Bids at any time prior to the bid opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated for the Bid Opening. Properly withdrawn Bids will be returned unopened to the Person or firm submitting the bid. No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

ACCEPTANCE OF PROPOSALS

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. The Village may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by the Village, the successful Bidder's proposal, together with Village's notification of acceptance, shall become the Contract for the Work.

SELECTION OF BIDDERS

The Village reserves the right to select a proposal in accordance with the work to be done, equipment and labor to be furnished, experience and pecuniary resources, and the lowest priced responsible bid. The Village reserves the right to waive any and or all technicalities, to reject any or all proposals, and to make an award in the best interest of the Village.

EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract, Contract Bond and Proof of Insurance to the Village within 15 calendar days after Notice of Award has been received by them from the Village. Failure by the Bidder to furnish the Village with an executed Contract and Proof of Insurance within the 15 calendar days specified shall be just cause for annulment of the award, or of the Contract if executed.

GENERAL CONDITIONS OF THE CONTRACT

STANDARD SPECIFICATIONS

All work as shown in the schedule of prices shall conform to the general requirements set forth as part of the contract plans prepared by the Garland Company, Inc. attached to this proposal.

Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of the Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

SUBMITTALS

Shop drawings, product data, and samples shall be submitted by Contractor to the Village upon request. Submittals shall be properly identified with the name of the Contract, dated, and each lot submitted shall be accompanied by a letter of transmittal referring to the name of the Work and to the Specification page number and/or Contract Drawing number for identification of each item. Submittals for each type of Work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. Shop Drawings shall be identified by reference to sheet and detail numbers on the Contract Drawings. Pertinent product data shall also be included with the shop drawings. Reproductions for submittal shall be full size prints.

Contractor shall notify the owner, in writing at the time of submission of deviations in submittals from the requirements of the Contract Documents. Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the owner's review of submittals, unless the owner gives written acceptance of specific deviations. Contractor shall make corrections required by the Village and shall return the required number of corrected copies of shop drawings for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Village on previous submittals. Begin no Work which requires submittals until return of submittals with owner's initials or signature indicating the submittal has been reviewed.

Contractor shall make corrections required by the owner and shall return the required number of corrected copies of shop drawings for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals.

Manuals shall be provided for the sign including individual components and subsystems of complete assemblies. The section of the manual on operation shall describe the function of each component and its relationship to the system of which it is a part. Where several models, options, or styles are described, the manual shall identify the items actually provided.

QUALITY CONTROL

Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time Bidder's Proposals are received. If no ASTM Standards apply, applicable standard methods of the Federal Government or of other recognized agencies shall be used. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the owner before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work. If in place, faulty materials shall be removed by Contractor at its expense and replaced with acceptable material unless permitted otherwise by Owner. No defective materials which have been subsequently corrected shall be reused until approval has been given.

Upon failure of Contractor to comply immediately with any order to remove and replace defective material,

Owner shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to Contractor. Failure to reject any defective materials or Work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate Owner to issue its Final Acceptance.

CONTRACTOR'S RESPONSIBILITY

Prior to submission, Contractor shall thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents and shall verify all quantities, dimensions and field conditions and shall coordinate the shop drawings with the requirements for other related Work. Contractor's responsibility for errors and omissions in submittals is not relieved by the review of submittals.

DAMAGES

All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties, which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the Contractor's expense. The Contractor agrees to hold the Village harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

CLAIMS

The Contractor agrees to save and hold harmless the Village from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of persons engaged in the performance of this Contract.

The Contractor shall save the Village harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

CANCELLATION OF CONTRACT

The Village reserves the right to cancel this contract without cause at any point in the duration of the life of the contract. The Village shall provide written notification to the Contractor 10 calendar days prior to cancellation.

SPECIAL PROVISIONS

The following supplement the Specifications, and provide detail regarding the products included in this contract. The special provisions attached describes the minimum requirements the Village desires for each product. It may not be all inclusive of the items required to provide the product in a high-level manner as described below. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. The following is a list of the special provisions provided with the contract plans.

SUBMISSION REQUIREMENTS

1. Background information on the firm including management, staffing and qualifications.
2. References.
3. Detailed information on the products supplied to confirm that the proposed meets the specifications outlined herein.
4. Unit cost of the product, including delivery charges and any other ancillary costs.

The Village is seeking a proposal to provide trash receptacles, benches, and planters. The street furniture shall be installed by Village staff in various locations within the downtown district.

Attached hereto as Exhibit A is a sample illustrating a representative type of the style of receptacles, benches, and planters the Village seeks to install. The photograph is intended for illustrative purposes. Designs may vary. Design elements include color, materials, geometric shapes etc. that may be altered from original proposal.

RECEPTACLES

1. **Style:** Single can litter receptacle; side door; 40-gallon rigid plastic liner with handles
2. **Finish:** Black, powder-coat finish
3. **Shipping:** Total bid should include shipping to final destination.
4. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
5. **Lead time:** Lead time for product to be on-site once contract is signed and down payment made should be no more than 10 weeks.

BENCHES

1. **Style:** 6' or 8' metal frame, backed bench; zero or one center armrest
2. **Finish:** Black or grey, powder-coat finish
3. **Shipping:** Total bid should include shipping to final destination.
4. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
5. **Lead time:** Lead time for product to be on-site once contract is signed and down payment made should be no more than 10 weeks.

PLANTERS

1. ***Style:*** Combination of long, rectangular planters and round planters varying in diameter size from 30-42”;
2. ***Finish:*** Light color (grey), neutral finish with smooth appearance.
3. ***Shipping:*** Total bid should include shipping to final destination.
4. ***Warranty:*** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
5. ***Lead time:*** Lead time for product to be on-site once contract is signed and down payment made should be no more than 10 weeks.

RETURN WITH BID

PROPOSAL FOR: **VILLAGE OF MUNDELEIN STREET FURNITURE**

It is expressly understood and agreed that the Board of the Village of Mundelein reserves the right to reject any and all proposals.

IF AN INDIVIDUAL

Name of Bidder: _____ Signature: _____

Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

IF A PARTNERSHIP

Name of Firm: _____

By: _____
(Longhand Signature)

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES AND ADDRESSES OF ALL FIRM MEMBERS

IF A CORPORATION

Corporate Name: _____

A corporation in the State of _____

Signed By: _____

Printed Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES OF OFFICERS: President _____

Secretary _____

Treasurer _____

Attest _____

PROPOSAL/SCHEDULE OF PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

ITEM	UNIT	QUANTITY	AMOUNT
Receptacles—Single can, 40 gallon	EA.	10	
Parkway Bench—6' or 8' metal frame	EA.	6	
Rectangular Planter—various length and width	EA.	10	
Round Planter—min. 30" diameter, 30" height	EA.	10	

EXHIBIT A—REPRESENTATIVE SAMPLES

A) PLANTERS

Village Hall (300 Plaza Circle)



B) TRASH RECEPTACLES



C) BENCHES

