



REQUEST FOR BIDS

PUBLIC WORKS  
UNIFORM RENTAL

**LEGAL NOTICE**

**INVITATION TO BID**

**TO PROVIDE PUBLIC WORKS UNIFORM RENTAL**

Sealed bids for Public Works Uniform Rental are to be completed by Tuesday, June 7, 2016 and must be mailed or hand-delivered to the address listed below by Tuesday, June 7, 2016 at 10:00 a.m. Bids will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Tuesday, June 7, 2016 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Oswego  
Re: (Contractor name)  
Public Works Uniform Rental  
Attention: Tina Touchette  
Village Clerk  
100 Parkers Mill  
Oswego IL 60543

Proposal packets are available online at <http://www.oswegoil.org>. The link can be found under the Business & Development tab-Bids & RFP's. Additionally packets can be picked up at the Finance Department, Oswego Village Hall, 100 Parker's Mill, Oswego, Illinois, 60543.

Each bidder is to submit their bid as indicated on the bid sheet provided and include all supporting documents.

Emailed or faxed bids will not be accepted.

This contract is not subject to payment of Prevailing Wages. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.

The Village reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal or contract after it has been reviewed.

Contract: The specifications herein set forth shall constitute the Contract.

**PUBLIC WORKS UNIFORM RENTAL**  
**SPECIFICATIONS**

**1) Definitions**

The Term “Village” whenever used in the contract documents shall be construed to mean the Village of Oswego. The terms “Contractor”, “Bidder” and “Contractor” shall mean the entity awarded the Contract contemplated by this bid.

**2) Scope of Work**

This contract is for the uniform rental for the Public Works Employees. Components of the project include: Weekly rental drop off and pick up of the cleaned/soiled uniforms and towels at 100 Theodore Drive, Oswego, Illinois.

**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 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.

**4) Termination for Force Majeure**

The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party action where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment will be made for the actual number of units delivered at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

A 30 day notice of cancellation of the Contract will be given to the Contractor for any reason to terminate the Contract.

**5) Basis of Pavement**

This work will be paid for at the contract unit price.

**6) Billing/invoicing**

The Village of Oswego is a tax exempt body. All purchases of materials subject to a sale or use tax shall be coordinated with the Village of Oswego in order to claim this tax exempt status.

Payment will be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/). The Contractor shall submit invoices to the applicable agency upon delivery of the goods. The Agencies will make payment within 30 days of receipt of invoices. Payments will be made via check or credit card.

**7) Contract Award**

The Village anticipates awarding the contract at the June 21, 2016 Village Board meeting.

**8) Rejection of Bids**

- a) The Village reserves the right to cancel invitations for bids or requests for proposals 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 award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- c) Any bid not conforming to the specifications or requirements set forth 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.

**9) Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Agencies, their trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, caused or alleged to be caused by the Contractor or its employees or agents, while engaged in the performance of duties under this Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the delivery site, or the travel to or from the site. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any

other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Agencies are otherwise entitled to assert.

## 10) Insurance Requirements

The Contractor will be required to meet the Village of Oswego insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Village of Oswego an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

|  |   |
|--|---|
| Property Damage  | \$1,000,000 (each accident)                             |
| Bodily Injury  | \$500,000 (each person)                                 |
|  | \$1,000,000 (each accident)                             |
| Workmen's Compensation Insurance:  | All Liability imposed<br>Workmen's Compensation stature |
| Employer's Liability Insurance   | \$100,000   |
| Contractual Liability Insurance  | \$500,000   |
| Completed Operations Insurance   | \$500,000   |
| Owned, Hired, and Non-Ownership<br>Vehicle Bodily Injury and Property<br>Damaged to the following Limits |   |

## 11) Ineligible Contractors or Contractors

The Contractor shall certify their review of the village debarment list found at [www.oswegoil.org](http://www.oswegoil.org) and to further comply with all provisions of Title 1-16-16 of the Village Code. Each proposal, bid or quotation must also include a listing of all intended subcontractors.

Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for 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 proposals, quotations, or offers.

## 12) Compliance with Laws and Regulations

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

### 13) Contract Term

The contract shall be for a 36 month period July 1, 2016 through June 30, 2019, on the terms in the bid document submitted in response to the request for proposal. The Village may terminate the contract at its sole discretion upon 30 day written notice.

### 14) Discrepancies

Requests for clarification of the plans, specifications or contract documents shall be submitted in writing or by email to the Village by noon on Friday, June 3, 2016. Clarifications will be issued at the discretion of the bidder. Only clarifications provided in writing shall be relied upon when preparing bids.

Mail: Attn: Mark Runyon, Assistant Director of Public Works  
Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

Email: [mrnyon@oswegoil.org](mailto:mrnyon@oswegoil.org)

Upon execution of the Contract, any discrepancies between drawing and the plans and specifications shall be subject to interpretation by the Village of Oswego as Owner, in its sole discretion. The Contractor shall immediately, upon finding any discrepancy, request an interpretation from the Village. The Village shall provide a written clarification within five working days or the Contractor shall use best judgment.

### 15) Rental Specifications

- a) The Contractor agrees to furnish to each Village employee:
  1. Jeans/carpenter jeans, 100% cotton or approved equal – navy blue - 11 pairs for each employee
  2. Mechanic shirts, short or long sleeve/ choice of employee. These shirts will be 100% cotton or approved equal – navy blue - 11 pairs for each employee
  3. Contractor Shop towels, minimum 18” x 18” size, minimum weekly inventory of 100
  4. Contractor Dirty laundry container – one each
  5. Dirty shop towel container – one each
- b) Contractor is responsible for proper size fitting at the original installation. The complete inventory of uniforms shall be installed no later than 15 days from acceptance of contract. All garments remain the property of the Contractor. The Village will pay for any lost or damaged garments and merchandise at a rate per shirt and per pants. Any new employee shall be fitted for said uniforms within 5 business from the first day of employment and shall receive new uniform items no later than 15 days from fitting. A clear clarification on any charges for any repairs and/or replacements must be stated on the weekly invoice.
- c) Contractor is to prep each shirt prior to installation with name tag and Village logo. Logo will be supplied to the Contractor at time of contract acceptance for the logo patch at a flat, one time fee.

- d) Contractor to provide each employee with a minimum of 6 changes per week at a set charge per week/ per employee.
- e) Contractor shall maintain a regular schedule to pick up and deliver the garments and other merchandise to the Public Works Facility at 100 Theodore Drive, Oswego IL.
- f) Contractor shall mend, alter or replace said garments to the extent necessitated by normal wear and tear, based on normal industry standards.
- g) Contractor agrees prices will remain firm for twelve months from the date of initial contract. Any price change / adjustment must be made in writing to the Village 30 days prior. If a 30 day notice is not given by Contractor or price increase / adjustment, the Village will not be obligated to pay such increase.
- h) Garments shall be deemed unpresentable (holes, tears, stains, rips, missing buttons, loose patches or name tags) and returned to Contractor for replacement at no cost if an employee refuses the garments, within 48 hours of delivery by the Contractor.
- i) Rental charges for an employee will stop when the employee is no longer employed by the Village and garments are turned in. The Village is to notify the Contractor of employee separations.
- j) Three customer references will be provided by the Contractor to the Village prior to acceptance of the contract.
- k) Termination of the contract is the sole option of the Village without cause with a thirty day written notice.
- l) At a minimum on a quarterly basis, the Contractor Representative will meet with Village Representative to discuss any issues or concerns, unless an earlier meeting is deemed necessary.

**REFERENCES**

**VILLAGE OF OSWEGO**

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Facility: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Facility: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

If additional sheets are needed, please make copies.

## Bid Sheet

The Contract shall be for a 3 year period, July 1, 2016 through June 30, 2019 on the terms in the bid document submitted in response to the request for proposal.

**Set-Up Charge (one time fee)** \_\_\_\_\_

| <u>Item</u>                | <u>Unit Cost</u> | <u>Weekly Cost</u> |
|----------------------------|------------------|--------------------|
| Shop towels                | _____            | _____              |
| Jeans                      | _____            | _____              |
| Carpenter Style Jeans      | _____            | _____              |
| Mechanic Shirts            | _____            | _____              |
| <b>Total weekly costs:</b> | <b>\$</b> _____  | <b>\$</b> _____    |

**Loss/damage charge per item:**

|                       |          |
|-----------------------|----------|
| Shop towels           | \$ _____ |
| Jeans                 | \$ _____ |
| Carpenter Style Jeans | \$ _____ |
| Mechanic Shirts       | \$ _____ |

**Prep charge per item** \$ \_\_\_\_\_

**Inventory maintenance charge** \$ \_\_\_\_\_

**Service charges** \$ \_\_\_\_\_

**Other miscellaneous charges:** \$ \_\_\_\_\_ **Item:** \_\_\_\_\_

\$ \_\_\_\_\_ **Item:** \_\_\_\_\_

**Bid Sheet Signature:**

PRINTED NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Di Santo, Village of Oswego Administrator

\_\_\_\_\_  
Date

Attest \_\_\_\_\_ Title \_\_\_\_\_

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either State Law or Section 1-19-16 of The Village Code regarding ineligible contractors.

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(Printed Name of Contractor)

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Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

**CONTRACTOR BID AGREEMENT**

TO: Village of Oswego  
100 Parker's Mill  
Oswego, IL. 60543

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_