



REQUESTS FOR BIDS
BULK ROCK SALT

2014

LEGAL NOTICE
INVITATION TO BID
TO PURCHASE BULK ROCK SALT

Sealed bids for 560 tons of Bulk Rock Salt must be mailed or hand-delivered to the address listed below by Tuesday, August 19, 2014 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, August 19, 2014 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Oswego
Re: (vendor name)
Proposal for the Village of Oswego, "BULK ROCK SALT"
Attention: Tina Touchette
Village Clerk
100 Parkers Mill
Oswego IL 60543

Proposal packets are available online at <http://www.oswegoil.org> or at the Oswego Village Hall, 100 Parker's Mill, Oswego, Illinois.

This project is not subject to the Prevailing Wage Act.

Each contractor is to submit their bid as indicated in the Specifications.

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

Emailed or faxed bids will not be accepted.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal or contract.

INSTRUCTIONS TO BIDDERS

*Bulk Rock Salt Bid –
08/19/2014*

1) DEFINITIONS

The Term “Village” whenever used in the contract documents shall be construed to mean the Village of Oswego.

2) Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

3) Bid Forms

Bids shall be submitted upon the form provided and all blank spaces in the form shall be fully completed in ink. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No bids will be accepted after 10:00 a.m. on August 19, 2014.

4) Bid Questions

Questions regarding this request for proposal should be in writing and directed to:

Mark Runyon, Public Works Assistant Director
Village of Oswego
100 Parkers Mill, Oswego IL 60543
630-554-3242
mrnyon@oswegoil.org

by the end of business on Friday, August 15, 2014. No oral comments will be made to any Bidder as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential bidders. 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/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of 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 proposal quotation. Failure of a Bidder to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive: provided, however that the Village may waive this requirement if it in its best interest.

5) Indemnification:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the Village of Oswego and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and their employees, or because of any act or omission, neglect or misconduct of the Vendor, their employees and agents or their subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the bidders violation of the Illinois Prevailing Wage Act.

Nothing contained herein shall be construed as prohibiting the Village of Oswego, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Vendor shall likewise be liable for the cost, fees and expenses incurred in the Village's or the bidders defense of any such claims, actions, or suits.

The Vendor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The Village of Oswego does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act by reason of indemnification or insurance.

6) Insurance

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
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 Vehicle Bodily Injury and Property Damaged to the following Limits	

All insurance policies are to be issued by companies authorized to do business under the laws of the State of Illinois. Required insurance shall include premises/operations, independent contractors, completed operations, contractual on all contracts including indemnity obligations and broad form property damage coverage.

7) Basis of Pavement

- a) This work will be paid for at the contract unit price per unit for Bulk Rock Salt.

8) Billing/invoicing:

All billing and invoicing will be done at the completion of all work.

Invoices for delivered bulk rock salt shall be sent directly to the Village of Oswego. Due to the infrequency of processing local government vouchers, interest shall not be charged on accounts due for 30 days after receipt of invoice.

9) 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 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.

SPECIFICATIONS

Bulk Rock Salt Bid – 08/19/2014

10) MATERIAL

- 1. Bulk rock salt shall conform to AASHTO Designation M143-03, Sodium Chloride Type 1, Grade 1.
- 2. Bulk rock salt shall be not less than 95% pure sodium chloride.
- 3. Maximum moisture content shall not exceed 2.5%.

11) DELIVERY

- A. For the purposes of this bid, delivery dates shall be between September 1, 2014 and December 31, 2014. Deliveries by the vendor shall be made F.O.B. to the Village of Oswego in 20 to 25 ton increments. The entire contract of 560 tons may be delivered all at the same time if preferred by the Vendor. Deliveries shall be made to 100 Theodore Drive, Oswego, IL 60543.
- B. Deliveries shall be made by the vendor only during regular working hours (7:00 a.m. to 3:00 p.m.), Monday through Friday, except when special arrangements have been made in advance with the appropriate representative at the delivery site. During delivery, all truckloads of bulk rock salt shall be covered with weatherproof tarps.
- C. Truckloads of rock salt containing foreign material such as much, rocks, grader teeth, wood tarpaulins, etc., may be rejected at the delivery site. In the event the Village discovers foreign material in truckloads of rock salt already delivered at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the Village and returned for credit and the vendor shall immediately ship a conforming load of replacement rock salt, or at the Village's option to issue a refund consistent with the dollar amount of original order.
- D. Each deliver ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized Village representative at the delivery location point to verify that the Village has accepted the material. The vendor shall include the release order number and the date of delivery on each delivery ticket. The vendor will ensure all weights and measures shown on all tickets are correct.
- E. The Vendor shall provide an SDS for the supplied material prior to the first delivery of that material.
- F. **This is a 100% purchase bid. The Village of Oswego agrees to purchase not less than 560 tons of Bulk Rock Salt from the Vendor at the bid price. The Vendor is not obligated to provide more than 560 tons of Bulk Rock Salt at the bid price.**

12) Non-Collusion

The Contractor is barred from bidding for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

13) 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.

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.

Steve Jones, Village of Oswego Administrator Date

Attest _____ Title _____

(Printed Name of Contractor)

Address Date

City State Zip Code

Signature of Authorized Representative

Title Date

BID SHEET
VILLAGE OF OSWEGO
BULK ROCK SALT

BID OPENING:	August 19, 2014	10:00 A.M.
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BID SUBMITTED BY: _____

Phone (_____) _____

The undersigned hereby agrees to provide 560 tons of bulk rock salt to the Village of Oswego under the terms and conditions set forth in the Instructions to Bidders and Specifications at a total bid price per ton, including freight:

\$ _____ per ton

Signature of Bidder

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.

The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the Village upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.

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: _____

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes 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