

**BID PROPOSAL**  
**STREETLIGHT REPAIR**  
**FOR THE**  
**VILLAGE OF FRANKFORT**

**I. Purpose of Proposal**

The Village of Frankfort is making a request for proposal (RFP) to qualified firms to provide for the repair of Village owned streetlights. The proposal shall be for a two year term.

**II. Background**

The Village of Frankfort owns and maintains 1,455 streetlights within the Village Limits. The Village has staff that repairs the streetlights, however, on occasion the Village requires an outside contractor to repair the streetlights. The Village of Frankfort is now seeking qualified firms to provide bids for streetlight repairs.

**III. Bid Closing Date and Time**

All bids shall be mailed or hand delivered to the front desk of the Frankfort Administration Building, 432 West Nebraska Street, Frankfort, Illinois, 60423 no later than **March 4, 2019 at 10:00AM**. No late or phone bids will be accepted.

All bids whether hand delivered, sent through the mail, or other delivery system shall be submitted in a sealed envelope, marked with the project title, **(2019-2020 Streetlight Repair Proposal)**, name and address of the bidder and marked with the note "BID ENCLOSED" on the face thereof. All certificates, proposals, etc., must be properly executed and must accompany the bid.

**IV. Contact Person for Questions Concerning Bids**

All questions about the meaning or intent of the contract shall be submitted to the municipal contact, Terry Kestel, Superintendent of Public Works, 815-469-2177 between the hours of 7:30 AM and 4:00 PM, Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **V. Withdrawal of Bids**

No bid may be withdrawn for at least thirty (30) days after the closing time for receipt of bids.

## **VI. Award of Contract**

The Village of Frankfort reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In case of error in extending the total amount of the bid, the unit price will govern

## **VII. Qualification of Bidder**

All interested bidders shall supply at a minimum the following information:

1. Company name and address
2. Years in business
3. Streetlight experience
4. Number of full time employees
5. Equipment inventory
6. Proof of insurance with Workman's Comp. and liability

In order to be considered a responsible bidder, the bidder must demonstrate satisfactory performance on at least three (3) contracts of similar nature and scope within the last three (3) years. These references must include the location of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.

## **VIII. General Contractors License**

The successful bidder shall be required to be a licensed general contractor in the Village of Frankfort and meet the provisions thereof.

## IX. Scope of Services

The successful contractor shall be responsible for providing the personnel and equipment to meet the project requirements and terms as specified in this document. **Bid price to include employee and lift truck with at least 50 foot working height.**

The work will consist of streetlight repair throughout the Village of Frankfort. Work locations may include, but not be limited to parkways (between the sidewalk and curb in front of a residence or public property), private property, or on publically owned lands. **Repairs shall be completed within one week (7 days) of notice from the Village of the outage unless other arrangements have been made with the Village.**

All repairs shall follow the National Electrical Code with Village of Frankfort code amendments.

## XI. General Provisions

### CONTRACT

The successful Proposer will be required to enter into a standard form services contract, subject to modifications with the Village of Frankfort and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected Contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful Proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. The Proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process. **Bid prices, submitted by the successful bidder, shall remain in effect for a one (1) year period upon acceptance by the Village.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

### PROPOSAL PRICE

The submitted proposal should include a both a total price and a price per job site.

### INCURRED COSTS

The Village of Frankfort will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

CONFIDENTIALITY

After award of the contract, all responses, documents, and materials submitted by the Proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Frankfort. Based upon the public nature of these RFP's, a Proposer must inform the Village, in writing, of the exact materials in the offer, which it claims, are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

ASSIGNMENT

Successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

COMPLIANCE WITH LAWS

The Proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

This Project is subject to the requirements of the “Wages of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.). The Contractor shall comply with the requirements of the Act and be able to provide copies of certified payroll upon request.

#### INSURANCE REQUIREMENTS

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as required for all contractors licensed and registered with the Village of Frankfort Building Department. Proposers are required to be licensed and registered as a general contractor with the Village of Frankfort. Through licensing and registration, Proposer is confirming its knowledge and acceptance of all Village of Frankfort insurance requirements. The Village’s Contractors Registration Guidelines are attached to this document.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

#### INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the Village of Frankfort, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the “Worker’s Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified

party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

#### EVALUATION OF PROPOSALS

The Village of Frankfort will evaluate proposals based on prices, vendor's qualifications, and additional factors deemed relevant. **The Village retains the right to refuse any and all proposals.**

#### NEGOTIATIONS

The Village of Frankfort reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village as contractually binding on the successful vendor.

#### AWARD

Award of the contract is subject to Village of Frankfort Board approval. The Village award will be made within thirty (30) days after the date of the proposal opening, or any mutually agreed extension thereof.

### **X. Submission Requirements**

All proposals are to contain the following information:

- Company name and address
- Years in business
- Electrical experience including history of three (3) projects of equal or greater scale that have been performed in the past three years. Include name and phone number of contact person.
- Proof of worker's compensation and employer's liability insurance.
- Proof of current licensing and registration with the Village of Frankfort. Must be registered as a general contractor.
- A bid summary sheet that includes the following:
  - o Price per hour regular time rate including lift truck with 50' working height
  - o Price per hour after hour rate including lift truck with 50' working height

All proposals shall be submitted to: Terry Kestel  
Village of Frankfort  
432 W. Nebraska Street  
Frankfort, IL 60423

Date and time due: **March 4, 2019 at 10:00 AM**

Number of copies required: One (1) original

Award of Contract will be made at a later date after Village review of Contract accuracy.

The Village of Frankfort reserves the right to waive technicalities or irregularities and to accept or reject any proposal for any reason. All proposals shall be evaluated for completeness, level of experience, qualification of Contractor and key personnel and the ability to meet the standards of service required by the Village of Frankfort. Any questions relative to the preparation of your proposal should be directed to Terry Kestel, Superintendent of Public Works (815) 469-2177.

## Bid Summary Page

Price for employee and lift truck per hour regular time rate \_\_\_\_\_

Price for employee and lift truck per hour after hour rate \_\_\_\_\_