### VILLAGE OF LOMBARD <u>REQUEST FOR BOARD OF TRUSTEES ACTION</u> <u>For Inclusion on Board Agenda</u> <u>Bids and Proposals</u>

- TO: President and Village Board of Trustees
- FROM: Scott Niehaus, Village Manager

DATE: January 13, 2020 Agenda Date: January 23, 2020

TITLE: Sign Shop Printer, Laminator, Cutter and Software

SUBMITTED BY: Carl Goldsmith, Director of Public Works

#### **<u>RESULTS</u>**:

Date Bids Were Published: Decen	nber 19, 201	9 Bidd	ing Closed:	January 14, 2020	
Total Number of Bids Received	2		0	June 1 1 2020	-
Total Number of Bidders Meeting	Specificatio	ons	2		
Bid Security Required	Т х	Yes		No	
Performance Bond Required		Yes	X	No	
Were Any Bids Withdrawn		Yes	X	No	
Explanation:					
Waiver of Bids Requested?		Yes	x	No	
If yes, explain:		_			
Award Recommended to Lowest	X	Yes		No	
Responsible Bidder?		_			
If no, explain:					

### **FISCAL IMPACT:**

Engineer's estimate / budget estimate \$50,000.00 Amount of Award \$30,033.46 (101.270.320.73110)

# BACKGROUND/RECOMMENDATION:

Award a contract in the amount of \$30,033.46 to Grimco, Bolingbrook II, for the purchase and installation of Sign Shop Printer, Laminator, Cutter and Software.

Has Recommended Bidder Worked for Village Previously	Yes	X No
If yes, was quality of work acceptable	Yes	
Was item bid in accordance with Public Act 85-1295?	X Yes	No
Waiver of bids - Public Act 85-1295 does not apply	Yes	

<u>REVIEW</u> (as needed):

Date
Date
Date

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



January 15, 2020

TO:	Village President and Board of Trustees
THROUGH:	Scott Niehaus, Village Manager
FROM:	Carl S. Goldsmith, Director of Public Works
SUBJECT:	Sign Shop Printer, Laminator, Cutter and Software

### **Background**

The FY 2020 Operating Supplies cost center in Traffic Signals/Signs/Markings (101.270.320.73110) contains funding (\$50,000) for the purchase of a full color printer and peripheral equipment for the sign shop. The current process of manufacturing signs using layers of various colored films will be replaced by a full-color large format printer. The purchase of the equipment and process change will result in increased productivity and reduced material costs.

The Village advertised for bids on December 19, 2019 and opened and recorded bids and on January 14, 2020. The bids are summarized below:

	Grimco, Bolingbrook Il	ARC Imaging Recourses	
Bid Proposal	30,033.46	30,650.88	

The bid tabulation is attached with the recommendation of awarding a contract to Grimco, Bolingbrook II as the lowest qualified bidder in an amount of \$30,033.46.

### **Recommendation**

The Public Works Department recommends that the Village Board of Trustees award a contract to Grimco, Bolingbrook II in an amount not to exceed \$30,033.46. Please submit this recommendation to the Board of Trustees for their approval at the January 23, 2020 meeting.

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Software		EXCEPTIONS									
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-	HP L365		1.00								
N	HP 831		1.00								
n	HPF0M64A		1.00								
4	FC9000-140		1.00								
ß	OPH-A22-GA		1.00								
ဖ	PHP32-CB15N-1		1.00								
~	CB15UA-K30-2		1.00								
œ	FLEXIMUTCD		1.00								
σ	FLEXIPC3MAUTH		1.00								
6	GFP363-TH		1.00								
÷	DELIVERY & SET-UP		1.00								
12	TRAINING		1.00								
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**Bid Opening Tabulation Form** 

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5 OPH-A22-GA		1.00	155,							
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**Bid Opening Tabulation Form** 

## VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER (ST 20-01)

This agreement is made this <u>23</u> day of <u>Jawyaey</u>, 20<u>20</u> between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (<u>ALMCO</u>) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

(The description, quantities and proposal prices are stated here)

- 1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no.<u>ST 20-01</u> for <u>SIGN</u> <u>FOURMENT</u>, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No.\_\_\_\_\_- Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated 1-13-20
  - c. Required Performance and Payment Bonds and Certificate of Insurance

Confract Document Number (ST 20-01) Page 23

- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$\_\_\_\_\_\_ paid in accordance with the provisions of the Local Government Prompt Payment Act.
- 3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 60 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
- 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
- 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
- 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this 23 day of Jawage 2020.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_\_\_day of \_\_\_\_\_, 2020.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

By

Position/Title

By

Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23 day of JANUARY, 2020.

1.6

Keith T. Giagnorio Village President

Attest:

Sharon Kuderna Village Clerk

## EXHIBIT A

## VILLAGE OF LOMBARD

### **CONTRACTOR'S CERTIFICATION**

CHAS COMERFORD, having been first duly sworn, depose and states as follows: (Officer or Owner of Company)

I am the SALES MANAGER H/S for GRIMCO (Name of Company)

(the "Contractor"), which has submitted a proposal for SIGN SHOP PRINTER, LAMINATOR, CUTTER AND SOFTWARE, to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

- 1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
- 3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: Ohad D. Ghange

Subscribed and sworn to before me this 1 day of <u>50n</u>, 2021

CRYSTEL WILLIAMS Notary Public - Seal Marion County - State of Indiana Commission Number NP0676744 My Commission Expires Dec 14, 2023

## EXHIBIT B

	ADD	ITIONAL INSURED	) ENDO	RSEMENT	
Name of Insurer:	ASSURED	PARTNERS	9F	MISSONRI	

Named Insured:	GRIMCO
Policy Number:	GL00081072-02
Policy Period:	5 1 2019 - 5 1 2020
Endorsement. Ef	fective Date: 5/1/2019

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

7

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

