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Bourbonnais Fire Protection District

Randy Myers, President · Alice Argyelan, Secretary · William Hemm, Treasurer
Paul Grzelak, Senior Trustee · Robert Casino Trustee
James Keener, Fire Chief

Bid Title: Replacement/Installation of New Outdoor LED Sign Board
Category: Administration
Address of Installation: 1080 Armour Road, Bourbonnais, IL. 60914
Contact Info: jkeener@bourbonnaisfire.org

Purpose

The Bourbonnais Fire Protection District (hereinafter “Fire District”) is seeking qualified, electronic sign vendors to remove an existing electronic LED sign board and replace it with a new electronic sign board on an existing monument sign structure.

The Fire District will require the vendor to remove the existing sign and to properly dispose of/recycle same. The Fire District also requires the vendor to supply all equipment, tools, materials, mechanical machinery, and all labor and safety equipment to perform this project. The vendor will need to utilize the existing concrete supports to accommodate the new outdoor LED sign.

SCOPE OF WORK

The electronic LED sign board shall be supplied with all equipment and accessories to meet the following:

- **Light Box specs**
 - 20” tall x 96” wide single sided light boxes. – See **“Photo A”** for Outdoor LED Sign Board Layout on both sides of the sign.
 - UL Listed LED lighting.
 - 5-year parts and labor warranty.
- **Full-Color Digital Sign specs**
 - 36” tall x 96” wide full color digital displays on both sides of the sign.
 - UL Listed and FCC Compliant.
 - 20 amp/120-volt service required.
 - 4G wireless card with life of sign data plan
 - 144 x 384-pixel matrix (minimum)
 - 55,296 total pixels (minimum)
 - 6mm pixel pitch (minimum)
 - 8,000 NITS brightness (minimum)
- **Installation Miscellaneous Materials** to include any primers, paints, wire nuts, mechanical fasteners, etc.
- The entire Outdoor LED sign board and accessories must sit on the current monument sign structure. See **“Photo B”**
- Installation Hours not to exceed 24 hours and includes labor to remove existing signs and to install new signs.

- On-site training for Fire District staff.
- Web training resource included
- Wireless signals must connect over a minimum distance of 200'
- LED panel frame color shall be approved by the Fire District

INSTRUCTIONS TO BIDDERS – GENERAL CONDITIONS

1. **Site Visit:** All bidders are encouraged to visit the installation address to ask questions.
2. **Pricing:** The bidder shall insert prices for all bid items and all other information requested in these specifications. The price shall be the full, delivered, and installed cost to the Fire District with no additions.
2. **Delivery of Services and Merchandise:** The Fire District accepts no responsibility for the condition or cost of any service or merchandise purchased or provided prior to acceptance by appropriate Fire District personnel. Failure to comply may constitute rejection of the bid.
3. **Acceptance of Services and Merchandise:** The Fire District reserves the right to refuse acceptance of delivered services or merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
4. **Officers:** Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the Bourbonnais Fire Protection District, in Illinois, has direct or indirect interest in the proposal for any reason of personal gain.
5. **Exceptions:** Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.
6. **Acceptance/Rejection of Bids:** The Fire District reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Fire District Board of Trustees or the funding grantor not appropriating sufficient funds to complete the project. The Fire District may make awards in any manner deemed in the best interest of the Fire District.
7. **Withdrawal of Bids:** Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of ninety (90) calendar days.
8. **Late Bids and Proposals:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's responsibility to ensure delivery at the designated office at the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.
9. **Bid Bond and Performance and Payment Bond:** A 5% bid bond shall accompany the bid submittal. The Contractor awarded the contract, before commencing the work, shall furnish a performance and payment bond. The bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the faithful performance of the obligation of the contract documents. When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the Fire District, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid. Such bonds shall be on standard AIA Documents, shall be issued by a surety

satisfactory to the Fire District, and shall name the Fire District as a primary co-obligee. The cost of the bonds is to be included in the bid proposal. The bond will become a part of the contract.

10. **Legal Compliance:** The Contractor awarded this bid will comply with all federal, state, county and Village of Bourbonnais laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. The Fire District reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary should legal compliance not be met.
11. **Legal Requirements:** This contract sets forth the entire final agreement between the Fire District and the bidder and shall govern the respective duties and obligations of the parties.
12. **Prevailing Wage:** This contract calls for the construction of "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.
13. **Certified Payroll:** All certified payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted per property prior to the issuance of any requested payment.
14. **Equal Employment Opportunity:** The Fire District is an equal opportunity employer, and all bidders are required to be equal opportunity employers as defined by all applicable state and federal laws and regulations.
15. **Substance Abuse Prevention:** The Fire District complies with the Drug Free Workplace Act (30 ILCS 580/1 et seq.), and all bidders are required to comply with this Act, and any other state and federal laws and regulations.
16. **Taxes:** No charge will be allowed for taxes from which the Fire District is exempt.
17. **Indemnification:** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Fire District, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Fire District against any and all losses, claims, damages, and expenses arising from the work performed hereunder. This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.
18. **Non-Waiver:** The failure by the Fire District to require performance of any provision shall not affect the Fire District's right to require performance at any time thereafter, nor shall a waiver of any breach

or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

19. **Termination of Contract:** The Fire District reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Fire District Board of Trustees or funding grant program does not appropriate sufficient funds to complete the contract, or in the event of default of any contract provisions by the awarded vendor.

INVESTIGATION OF CONDITIONS

Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract. The Contractors are expected to make their estimates of the facilities needed and the difficulties attending the execution of proposed contract, including local conditions, availability of labor weather and other contingencies. In no event will the Fire District assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with the available information concerning these conditions will not relieve the successful bidder from responsibility for estimated difficulties and cost of successfully performing and completing the work.

LIQUIDATED DAMAGES FOR DELAY

If the work is not completed within the time stipulated in the contract documents, including any extensions of time for excusable delays, which shall be determined by the purchasing agent, the Contractor shall pay the Fire District a rate of \$250.00 per day for each calendar day of delay, until the work is completed. Any weather-related, day-per week award pending the approval of the Fire District. No extra allowance will be made for holidays. The Fire District shall enforce the liquidated damages for failure to complete the work within the allotted time frame. Liquidated damages shall be deducted from the final payment for this contract.

It is the intention of the Fire District to award the contract for this work on June 23, 2026, Fire District Trustees meeting being held at 4 pm. The intention of this project is to proceed with work starting no later than August 1, 2026. The contractor shall commence work under this contract upon written notice to proceed with the Fire District and shall complete work on this project within 30 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. If inclement weather prevents the job from moving forward, the Fire District will allow extra days to complete the job.

COMPLIANCE WITH REGULATIONS

Contractors responding to this request shall be aware that all work carried out under this contract must comply with all federal, state and local regulations in effect during the term of the contract.

PREVAILING WAGE

Prevailing wage is required of jobs completed under this contract, depending on the nature and circumstances of each job. The chosen Contractor should provide pricing for prevailing wage and non-prevailing wage jobs (if applicable) in their proposal.

PERMITS

All permits that are required to complete the work outlined in this information packet should be the responsibility of the successful contractors.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance which will protect from claims that may arise out of, or result from, activities performed under this contract, whether those activities are performed by the Contractor or by any subcontractor or party directly or indirectly employed by the Contractor or any subcontractor, or by anyone for whose acts they may be liable.

INSURANCE COVERAGE

The Contractor will provide satisfactory proof of insurance naming the Fire District, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's negligence in the performance of services under this agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days' prior written notice (hand delivered or registered mail) to the Fire District. Contractor shall promptly forward new certificate(s) of insurance, evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Fire District to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this subsection shall not be less than the following:

WORKMANS COMPENSATION INSURANCE:

All Liability imposed by Workmen's Compensation statute

- Employer's Liability Insurance \$1,000,000
- Contractual Liability Insurance \$1,000,000
- Completed Operations Insurance \$ 500,000

OWNED, HIRED, AND NON-OWNERSHIP VEHICLE, BODILY INJURY AND PROPERTY DAMAGE TO THE FOLLOWING LIMITS:

- Commercial Gen. Liability \$2,000,000 (each occurrence)
- Bodily Injury \$2,000,000 (each person), \$2,000,000 (each accident)
- Property Damage \$2,000,000 (each accident)
- Automobile Liability \$1,000,000 combined single limit (each accident)
- Umbrella Liability \$3,000,000 (each occurrence), \$3,000,000 (aggregate)

DOCUMENTATION

Certificates of Insurance acceptable to the Fire District shall be filed with the Fire District prior to commencement of the work. Should contractor insurance expiration fall within the timeline of the job, not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the contractor shall supply the Fire District with a new or replacement Certificate of Insurance as proof of renewal of said policy, with endorsement as set forth above.

USE OF CITY PROPERTY

If the Fire District permits the Contractor to use any Fire District owned equipment, tools, or facility, such use will be gratuitous and the Contractor shall release the Fire District from any responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools, or facilities irrespective of the condition thereof or any negligence on the part of the Fire District in permitting use.

CERTIFICATIONS

1. Sexual Harassment: During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775-ILCS 5/1- 101 et.seq.) including at least the following:
 - a. A statement on the illegality of sexual harassment;
 - b. The definition of sexual harassment under Illinois Law;
 - c. A description of sexual harassment, utilizing examples;
 - d. An internal complaint process, including penalties;
 - e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”);
 - f. Directions on how to contact the Department and the Commission; and
 - g. Protection against retaliation as provided by Section 6-101 of the Act. The Contractor will be required to sign a Sexual Harassment Certification.
2. Drug Free Workplace: In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:
 - a. Publishing a Statement:
 - b. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
 - c. Specifying the actions that will be taken against employees for violations of such prohibition.
 - d. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - e. Abide by the terms of the statement; and
 - f. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - g. Establishing a drug free awareness program to inform employees about:
 - h. The dangers of drug abuse in the workplace;
 - i. The Contractor’s policy for maintaining a drug free workplace;
 - j. Available counseling, rehabilitation, or assistance programs; and
 - k. Penalties imposed for drug violations.
 - l. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.
 - m. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.

- n. Imposing a sanction on or requiring satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - o. Assisting employees in selecting a course of action in the event, drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
 - p. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
 - q. The Contractor will be required to sign a Drug Free Workplace Certification.
3. Substance Abuse Prevention on Public Works Projects: Before a Contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the Contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:
- a. A minimum requirement of a 9-panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post- accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
 - b. A prohibition against the actions or conditions specified in 820 ILCS 265/10.
 - c. A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
 - d. A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.
4. Non-Collusion: The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.
5. 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.

SPECIFIC REQUIREMENTS

- 1. Contractor Performance: The Contractor will be responsible for designing the project and agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner. The Contractor will be responsible for conducting any required personal monitoring of their employees during the duration of testing and abatement activities.
- 2. Acceptability of Performance: Fire District staff will decide all questions that may arise as to the quality and acceptability of work performed under the contract. If, in the opinion of the staff, performance is unsatisfactory, the Fire District shall notify the Contractor of the area in which performance is deficient. The Contractor will have five (5) calendar days from the date of the notification to correct any specific instances of unsatisfactory performance. Corrective measures

required by the Fire District of the Contractor to meet performance standards shall be completed at no additional charge to the Fire District.

3. Default: In the event unsatisfactory performance is not corrected with the time specified above, the Fire District shall have the immediate right to complete the work to its satisfaction through alternative contracting. The Fire District shall also deduct the cost of completing this work from any balances due to the awarded vendor. Upon the vendor's failure to correct unsatisfactory performance on a second occasion, they shall be declared in default of the contract at which time the contract may be terminated.
5. Deviations from Specifications: Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the Fire District.
6. Costs: All costs related to the preparation of this bid and any related activities are the sole responsibility of the proposing Contractor. The Fire District assumes no liability for any costs incurred by firms throughout the entire bid process.
7. Fire District: All submittals, including attachments, supplementary materials, renderings, sketches, addenda, etc., shall, upon submission, become the property of the city, and will not be returned to the submitting firm.

“Photo A”



“Photo B”

