



www.troyil.us

116 East Market / Troy, Illinois 62294

**Request for Bid
Post-Frame
Building
City of Troy, IL**

BID RESPONSES MUST BE RECEIVED BY: 10:00am local time on Wednesday February 5, 2025

The City of Troy is requesting proposals from qualified contractors known to be experienced in post frame construction for a post frame building to house equipment and material. The Bid Packet may be obtained from our website at www.troyil.us (home page), or picked up at the Troy Municipal Building, 116 E. Market St, (Administration Office), Troy, IL. To bid the project, you must register as a plan-holder with the Assistant to the City Administrator Michele Colligan. Please contact Michele at 618-667-9924 ext.1 to register and/or for assistance in viewing, downloading, and working with this digital project information.

All addenda will be posted at www.troyil.us

Questions should be emailed to rhancock@troyil.us

MAILING INSTRUCTION: Print or type Bid Title and Due Date on the lower left hand corner of the envelope or package. Delivered **SEALED BIDS** must be received in the Administration Office prior to **10:00am on Wednesday February 5, 2025**. Bids will be publicly opened and read at that time.

RETURN BID TO: City of Troy Public Works
Attn: Robert Hancock
116 E. Market St.
Troy, IL 62294

By signing this cover page, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Troy or when a Contract Resolution is signed and issued by an authorized official of the City of Troy, a binding contract shall exist between the bidder and the City of Troy.

SIGNATURE REQUIRED / RETURN WITH BID

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	DOING BUSINESS AS (DBA) NAME
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ____ FEIN ____ SSN
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ____ Individual/Sole Proprietor ____ C Corporation ____ S Corporation ____ Partnership ____ LLC, Class ____ Other ____	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

The City of Troy reserves the right to accept or refuse any or all bids.

CITY OF TROY, ILLINOIS
GENERAL TERMS AND CONDITIONS OF BIDDING

1. **Opening Location:** *Sealed proposals will be received at City of Troy Municipal Building, 116 E. Market. St., Troy, IL 62294, until the proposal closing date and time indicated above.*
2. **Opening of advertised proposals:** *The vendor and public are invited, but not required, to attend the opening of proposals. No decision related to an award of a contract or purchase order will be made at the opening.*
3. **Submittal of Proposals:** *Proposals must be submitted in a sealed envelope identified with the bid title and date of closing on the outside. Facsimile, telephone and email proposals will NOT be considered. Proposals will not be accepted after the due date and time.*
4. *All proposals shall be submitted FOB Destination Troy, Illinois 62294, freight prepaid (unless otherwise stated).*
5. **Prices Bid:** *Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.*
6. **Taxes:** *Do NOT include Federal Excise Tax or Sales and Use Tax in the bid prices, as the City is exempt from them by law. Tax Exemption Certificate will be furnished if required.*
7. **Estimated Quantities:** *The estimated quantities indicated in this Request for Proposal represent anticipated requirements only. The right is reserved to exceed or diminish these estimates.*
8. **Bid Forms, Variances, and Alternates:** *Bids must be submitted on attached City bid forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City of Troy.*
9. **“Or Equal” Interpretation:** *When a particular manufacturer’s name or brand is specified along with the words “or equal”, Quotations will be considered on other brands or the product of other manufacturers. On all such Quotations the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and technical descriptive data shall be attached to the original copy of the quote where applicable. Failure to submit the above information may be sufficient grounds for the rejection of quote.*
10. **Withdrawal of Bids:** *Bids or proposals may be revised, modified, or withdrawn by the bidder at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the bids are opened, they shall be irrevocable for the period sixty (60) days. Bids or proposals may not be withdrawn or revised after opening unless specified in the RFP.*
11. **Clarification and Addenda:** *Each bidder shall examine all Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Administration Office in writing or through email. The Administration Office shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Administration Office at phone number 618-667-9924 or rhancock@troyil.us, to determine if addenda were issued and to make such addenda a part of their Bid. Any and all addendums will be posted on the City’s web site (www.troyil.us) under Current Bid Opportunities.*
12. **Contract Forms:** *Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.*

13. **Reserved Rights:** *The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.*
14. **The Right to Audit:** *The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.*
15. **Applicable Law:** *All applicable laws and regulations of the State of Illinois and the City will apply to any resulting agreement, contract, or purchase order. Further, any and all disputes arising out of and/or related in any way to this RFB process or any contract executed after bid acceptance. and/or the work at issue which is the subject of this RPB, shall be filed exclusively in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois.*
16. **Right to Protest:** *Protestors shall seek resolution of their complaints initially with the City Administration Office. Any protest must state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.*
17. **Quality Guaranty:** *If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the Bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for any and all costs and attorney fees in the event the bidder defaults and court action is required.*
18. **Quality Terms:** *The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.*
19. **No-Bid:** *In the event you are unable to quote on this requirement, please return the "No-bid Response Form", on or before the bid closing date. Please indicate the reason(s) you are unable to participate in this solicitation.*
20. **Bid Tabulation:** *Bidders may request a copy of the bid tabulation of the Request for Bid through the City's Administration Office.*
21. **Expenses:** *All expenses for making Proposals to the City of Troy are to be borne by the bidder.*
22. **Collusion:** *By offering a submission to this Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:*
 - a. *Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.*
 - b. *Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.*
 - c. *No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.*

- d. *The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.*
- e. *No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

23. Liability and Indemnity:

- a. *In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with The RFB process or any contract executed after bid acceptance. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any contract executed after bid acceptance.*
- b. *The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with the RFB process or any contract executed after bid acceptance, including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.*
- c. *The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to any contract executed after bid acceptance, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Illinois Prevailing Wage Law or any other federal or state law.*

24. Bid Information is Public: *All documents submitted with any bid or proposal shall become public documents and subject to Illinois State Statute 5 ILCS140/, which is otherwise known as the "Illinois Sunshine Law". By submitting any document to the City of Troy in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Troy and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Troy and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Troy arising from any bid opportunity.*

25. Authorized Product Representation: *The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

26. Regulations: *It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Illinois, and City rules, regulations, or other requirements, as each may apply.*

27. Awards:

- a. *Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*
- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

28. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.
29. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
30. **Insurance:** The city shall require all contractors performing public works projects or performing work on city property in connection with a contract or purchase order, to maintain insurance of the types and with limits of liability not less than those set out below at the contractor's expense during the term (including the warranty period) of the purchase order from insurers reasonably acceptable to the city covering items, risks and operations required to fulfill the contract or purchase order.
- a. Such policies shall name the City of Troy as an additional named insured with limits of liability.
 - i. **Workers' compensation:** Insurance that the contractor is obliged by law to carry that covers all of contractor's employees performing work under this purchase order ("worker compensation")
 - ii. **Employer's liability insurance:** Employer's liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Such insurance shall protect the city as an alternate employer against claims asserted against the contractor by the contractor's workers as "borrowed servants," statutory employees or maritime employees ("employer' liability")
 - iii. **Commercial or comprehensive general liability insurance:** Commercial or comprehensive general liability insurance, including contractual liability coverage, with a minimum limit of \$2,000,000 per occurrence/\$5,000,000 aggregate.
 - iv. **Automobile liability insurance:** Automobile liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, for all owned and leased vehicles.
 - b. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Troy.
 - c. Subcontracts: in case any or all of this work is sublet, the contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a) and (b) hereof and in like amounts. The contractor shall require any and all subcontractors with whom it enters a contract to perform work on this project to protect the City of Troy through insurance against applicable hazards or risks and shall, upon request from the City, provide evidence of such insurance.
31. **Requirement for Bid Security:** Bid Security shall be required for all formal Bids, requiring City Council approval, as set forth in the City of Troy's Purchasing Policy, for the purchase of Capital Improvement items, and City projects entailing engineering or construction. Bid security shall be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cash, cashier's check or otherwise supplied in a form satisfactory to the City of Troy in an amount equal to 10% of the total amount of the bid. Failure to provide security, as set forth shall result in the City's rejection of bid.
32. **Withdrawal of Bids:** After the bids are opened, they shall be irrevocable for the period of up to sixty (60) days from bid opening date. If a bidder is permitted to withdraw its bid before the opening of bids, no action shall be taken against the bidder or the bid security.
33. **Correction or Withdrawal of Bids:** Correction or withdrawal of inadvertently erroneous bids after bid opening, or cancellations of awards or contracts based on such bid mistakes shall not be permitted and shall mandate forfeiture of Bid Performance Security to the City of Troy.
34. **Return of Bid Security:** The City shall return the security bond to bidders who do not receive the bid. The City shall hold the security bid bond of the awarded bidder until Capital Improvement Project is delivered to the City of Troy or a 100% percent performance bond is issued to the City for awarded contractual services or project construction.

35. **CONTRACT PERFORMANCE AND BOND PAYMENT:** When a bid is awarded for contractual services or construction, a bond shall be delivered to the City of Troy and shall become binding on the parties upon the execution of the contract; such bond shall be a performance labor and materials bond satisfactory to the City of Troy, executed by a surety company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the City of Troy, in the amount equal to one hundred percent (100%) of the price specified in the contract. The requirement may be modified upon recommendation of the City Administration, City Council and approved by the City Attorney.
36. **CONTRACT TERM:** The term of this contract shall be for the duration and completion of this project.
37. **COMPLETION TIME:** The Contractor will be required to commence work under this contract within **Ten (10)** calendar days after the date of receipt by him of the Notice to proceed, to prosecute said work diligently and to complete the work by **May 14, 2025**. The Contractor is required to provide a sufficient work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress. The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Troy General Conditions and Technical Specifications.
38. The project is not considered completed until final acceptance by the City of Troy.

DESCRIPTION OF WORK

The City of Troy Seeks a qualified contractor to furnish material and labor to construct a 3-sided post-frame building for the storage of equipment and materials for the Public Works Department located at 416 E. Center St. Troy, IL 62294. **A site visit is required.**

MINIMUM SPECIFICATIONS

The proposed building shall be 26' Width X 100' Length X 16' Inside Height (14' Clearance Under Header). The building shall be constructed over an existing concrete pad.

Sealed Engineered Drawings shall be provided.

MATERIAL PACKAGE (or equivalent)

- Roof System: 10' o/c Trusses, Roof Pitch: 2.5/12, Loading 20/40/1
- 1-100' Open Wall on 25' Centers and on 4' Tall 24" concrete Piers
- 2- End Walls Closed
- Laminated Load Bearing Columns
- Wall Girts: 2'6" On Center
- Roof Purlins: Flush, 2' On Center
- Treated Skirt Boards
- 4" x 16" Concrete Pad & 80# Bag Concrete per Post Hole Footing
- Siding: Panel Lock Plus 29GA Prime Painted: Color TBD
- Roofing: Panel lock Plus 29GA Prime Painted: Color TBD



City of Troy, IL
Bid Form

SUBMITTED BY: _____
(Company Name)

The pricing information is hereby provided in accordance with the Terms and Conditions of this ***Request for Bid.***

Bid item	Description	Cost
1	All material and labor to construct a 3-sided post frame building	
	LUMP SUM BID	

Onsite Visit Made by:	date	
Upon notice to proceed, contractor will complete the project in (calendar days)		
Bid Security enclosed: (10% of total bid)		

The City of Troy reserves the right to accept or refuse any or all bids.

This Agreement entered into on _____.
Date

City of Troy (Signature)

Contractor (Signature)

(Printed name and title)

(Printed name and title)

RETURN WITH BID

VENDOR REFERENCES:

The proposal must include the following information:

1. List at least three (3) references for whom you have performed similar products/services for other public entities, local governments or private companies.

Company Name: _____ Address: _____

_____ Contact _____

Person: _____

Telephone #: () _____

Company Name: _____ Address: _____

_____ Contact _____

Person: _____

Telephone #: () _____

Company Name: _____ Address: _____

_____ Contact _____

Person: _____

Telephone #: () _____

2. State how long you have been operating under your present company name?

3. Have you ever defaulted on a contract? _____

If so, where and why? _____

RETURN WITH BID

Affidavit of Compliance Post-Frame Building

To be submitted with Vendor's proposal.

_____ We DO NOT take exception to the RFP documents/requirements.

_____ We TAKE exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this Quotation unless otherwise stipulated herein.

Company Name: _____

By: _____

(Authorized person's signature)

(Print name and title of signer)

Company Address: _____

Telephone Number: _____ Federal Tax ID No.: _____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

RETURN WITH BID

City of Troy
“No-Bid Response Form”
Post-Frame Building

COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE.

If you do not wish to respond to this proposal request, but would like to remain on the City of Troy vendor list, please fill out this form and return to the Administration Office by email.

RETURN TO: Robert Hancock, Public Works Director
Email: rhancock@troyil.us

We the undersigned have declined to bid on your proposal for the following reasons:

- _____ Insufficient time to respond to invitation for bid.
- _____ We do not offer this product/s or equivalent.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Our schedule would not allow us to perform.
- _____ Specifications are to “tight”, i.e. geared towards one brand or manufacturer.
- _____ Specifications unclear.
- _____ Other (please specify below).

Comments: _____

VENDOR INFORMATION:

Company Name: _____
Signature and Title: _____
Phone #: _____
Email: _____

RETURN WITH BID