

INVITATION FOR BID
FOR
INSTALLATION OF AN EMERGENCY BACKUP GENERATOR SYSTEM
FOR THE
VILLAGE OF VILLA PARK FIRE DEPARTMENT
STATION 82 – 102 W. PLYMOUTH

Bids must be received no later than:

July 31, 2018 at 2:00 pm

Deliver proposal as a PDF via email to:

Steve Stapleton, Deputy Fire Chief

Sstapleton@invillapark.com

or drop off at

Village of Villa Park Fire Department
1440 S. Ardmore
Villa Park, IL. 60181

I. INTRODUCTION

Notice is hereby given that the village of Villa Park (the “village”) invites bids for the installation of a new emergency backup generator system for the Village of Villa Park Fire Department Station 82 located at 102 w. Plymouth.

Please reference the Scope of Work section for full details.

Please deliver bids to the Village either electronically at the email address indicated on the cover page, or in person on or before **July 31, 2018 at 2:00 pm**. It is the sole responsibility of the proposing contractor to ensure that proposals are received prior to the closing time, as late proposals will not be accepted. All bids will be publicly opened immediately thereafter.

II. CONTACTS

All communication from prospective bidders regarding this bid must be submitted via email to Steve Stapleton Sstapleton@invillapark.com Deputy Fire Chief, Village of Villa Park at least 2 days prior to opening bids to provide time for review and issuing any addendum.

III. AWARD OF CONTRACT

The Village reserves the right to reject any and all bids, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the Village may require and to be the sole judge of selection process. The Village retains the right at its sole discretion to select the contractor that is the lowest responsible bidder as defined in the State Statutes or Village Code.

IV. SUBMITTAL REQUIREMENTS

Bidders will provide a bid to furnish all materials and labor for the installation of a new 60 kW, 120/240 volt / 3-phase / natural gas generator system, automatic transfer switch, and any other necessary equipment or electrical work to comply with all applicable codes and requirements as listed in the Scope of Work section.

- All equipment and work shall conform to the requirements of the applicable portions of the National Electric Code, The National Fire Protection Association (NFPA) standards and any other applicable codes, guidelines, or standards, including any Village of Villa Park requirements.

V. RESERVATION OF RIGHTS

The Village reserves the right to select the proposal, which in its sole judgement best meets the needs of the Village. The lowest proposed cost will not be the sole criterion for recommending the contract award.

The Village reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the Village to be in the Village's best interest. The Village reserves the right to retain all proposals, including proprietary documentation. Regardless of which bid is selected. No proposals will be returned to the vendors.

The Village reserves the right to request any supplemental information it deems necessary to evaluate bidders experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the bidder.

The Village reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select bidders at any time to gather additional information.

The Village reserves the right to cancel, in part or in its entirety, this Invitation to Bid.

The Village reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposal received. Failure to furnish all information requested or to follow the format requested herein may disqualify the bidders, in the sole discretion of the Village. False, incomplete, misleading or unresponsive statements in a bid may also be sufficient cause for rejection.

The Village shall not be liable for any pre-contractual expenses incurred by prospective bidders or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The Village shall be held harmless, and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, a person or organization responding to this Invitation to Bid.

If the successful bidder defaults, the Village may award this project to the next best proposal and may recover the loss occasioned by the successful bidder against a surety bond, if any, or by suit against the successful bidder.

All proposals submitted in response to this Invitation to Bid become the property of the Village and public records and, as such, may be subject to public review under the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*

VI. SCOPE OF WORK

STATION 82 – 102 W. PLYMOUTH

The scope of work encompasses furnishing all materials and labor for the installation of a new emergency generator system that replaces an obsolete and non-compliant existing system. This scope includes, but is not limited to:

- 60 kW, 120/240 volt, 3-phase, 60 Hz
- Fuel Type is Natural gas
- Automatic transfer switch (*includes removal of old one*)
- Block heater
- Battery charger and warmer
- Steel sound enclosure
- Rodent guards
- Remote annunciator panel
- 5-year extended warranty on Gen-set and ATS.
- Connect natural gas piping from existing feed
- Start-up, testing, and training on system
- Any other necessary equipment or electrical work to comply with all applicable codes and requirements

The successful contractor shall provide, deliver, install all required equipment, and have the new generator running properly within 30 calendar days from the notification of Proposal award.

Above list is provided as a reference only and may need additional equipment and/or electrical work in order to comply with all applicable codes, standards, and manufacturer's recommendations on the listed equipment installation.

VII. CONTRACT TERMS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to the Village of Villa Park such as, but not limited to:

A. Permits

Contractor will be responsible to submit all required items for permitting with the Village of Villa Park and obtain permits. All plan review and permit fees will be waived.

B. Prevailing Wage

Contractors and Subcontractors must comply with the Prevailing Wage Act of Illinois. Each Contractor or Sub contractor performing work on this project shall comply in all respects with all laws governing the employment of labor, Social Security and Unemployment insurance of both the State and Federal government. Each employee engaged in work under this Contract at the site of the Project, shall be paid no less than the minimum wage for the classifications of labor employed in compliance with 820 ILCS et seq., as now existing or hereafter amended. A copy of "Current Prevailing Wage Rates" can be viewed at the following link: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Documents/2017%20Rates/Will.pdf>

In accordance with 820 ILCS 130/5, the Contractor and each Subcontractor shall make and keep for a period of not less than three (3) years, records of all laborers, mechanics and other workers employed by them on the Project, the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of each work day.

Upon two (2) business days' notice the Contractor and each Subcontractor shall make available for inspection the records to the Village, its officers and agents and to the Director of Labor and his deputies and agents at all reasonable hours at a location within its State. The Contractor and each Subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

If requested, the Contractor and each Subcontractor shall submit monthly, in person, by mail or electronically, a certified payroll to the Village. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which avers that:

- i. Such records are true and accurate
- ii. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- iii. The Contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

VIII. BID TERMS

Contract Bonds

The successful bidder shall furnish within 10 days after being notified of the acceptance of its bid:

1. A performance bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100% of the contract amount as security for the faithful performance of the contract; and
2. A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all person supplying labor and materials to the contractor or subcontractors for the performance of work provided for in the contract, in an amount equal to 100% of the contract amount.
3. Documents required by this section must be received and approved by the Village before a written contract will be issued.
4. All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

Modifications

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Village.

No contact with Village personnel

No bidders shall make contact with Village officials, employees or agents except as provided herein.

Source documents

The Village is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all addenda and other notices concerning this project.

Subcontractors

If any Bidder submitting a bid intends on subcontracting out all or any portion of the work, that fact and the name of the proposed subcontracting firm(s) must be disclosed in the bid. In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the Village is required.

Insurance

The Contractor agrees and shall maintain for the duration of the contract the Insurance Requirements attached hereto as Exhibit A.

Owners and Contractor's Protective Liability policy is not required unless there are subcontractors

Builder's Risk coverage is not required

Change Orders

After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- A. Is approved by the Village Board when the change order is an increase or decrease of more than \$10,000 or the time of completion by more than 30 days.
- B. Is approved by the Village Manager, or his/her designee for change orders that are less than ten thousand dollars (\$10,000.00).

Time of Completion

The successful bidder shall completely perform its bid in strict accordance with these terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the bid proposal.

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 the federal, State, County or Village which shall impose any obligation or duty upon the Contractor.

Payment

Payment will be made in compliance with the Local Government Prompt Payment Act after acceptance of the work by the Village. Where applicable a waiver of lien and contractor's affidavit must be submitted by the successful bidder verifying that all subcontractors and material invoices have been paid prior to the Village approving payment.

Termination

The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment may be made prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

PROPOSAL FORM

INSTALLATION OF AN EMERGENCY BACKUP GENERATOR SYSTEM

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

The undersigned Person submitting the proposal certifies that they are not barred from entering into a contract as a result of a conviction for the violation of state laws prohibiting proposal rigging or proposal rotating (720 ILCS 5/33E-1, *et seq.*) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.2-1).

It is understood that the Village reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than forty-five (45) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Company Name: _____

NUMBER OF DAYS TO COMPLETE; _____

TOTAL CONTRACT AMOUNT \$ _____

ATTACH THE FOLLOWING:

- 1. Not less than 2 references who you have completed similar work for**
- 2. Name and qualifications of supervisor who will be assigned to this project**

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

We will comply with the Prevailing Wage requirements as outlined herein and Public Act 095-0635. The Person or company submitting the proposal is not barred by law from submitting a proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS 5/33-4 (Proposal Rotating); and that

The Person or company submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person or company submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and

The Person or company submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person or company submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Firm Name

Signed Name and Title

Street Address

Print Name and Title

City

State

Zip

E-mail Address

Phone Number

Fax Number

Date

Exhibit A
VILLA PARK, ILLINOIS
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:
 - A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the Village named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
 - B. Owners and Contractors Protective Liability (OCP) policy is required with the Village as insured (for contracts with subcontractors and projects that are inherently dangerous).
 - C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
 - D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
 - E. Builder Risk Property Coverage with Village as loss payee.
2. **MINIMUM LIMITS OF INSURANCE** Contractor shall maintain limits no less than if required under above scope:
 - A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
 - E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)
 - F. Umbrella Excess Insurance: \$3,000,000. "Following form" of the underlying and excess policies including listing the Village as an additional insured.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the Village, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the Village, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Village, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the Village, but only with respect to liability arising out of your work. For purpose 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, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



Existing Generator to be removed
by the Village

