

**VILLAGE OF GURNEE
PUBLIC WORKS
1151 KILBOURNE ROAD
GURNEE, ILLINOIS 60031**

REQUEST FOR PROPOSAL

**LEE AVE LIFT STATION
STANDBY GENERATOR**

ISSUE DATE: June 18, 2024

PROPOSAL DUE DATE: July 23, 2024

REQUEST FOR PROPOSAL
LEE AVE LIFT STATION STANDBY GENERATOR
ADVERTISEMENT FOR BID

PUBLIC NOTICE

RFP NOTICE
VILLAGE OF GURNEE
LEE AVE LIFT STATION STANDBY GENERATOR

The Village of Gurnee will accept sealed proposals for the installation of a 30 kVA generator to be located at the Lee Ave Lift Station at 4370 Lee Ave, Gurnee. Proposals will be accepted until **10:30 AM on July 23, 2024**, and at that time, will be publicly opened and read. Proposals are to be sealed and marked “LEE AVE LIFT STATION STANDBY GENERATOR - SEALED BID” and delivered to the Public Works Department at 1151 Kilbourne Road, Gurnee, IL 60031.

The project includes the installation of the following: 30 kVA natural gas generator with enclosure, automatic transfer switch with built-in load center, and rewiring the existing electrical circuitry into the new load center. Also installation of a 100 amp main disconnect.

Beginning June 18, 2024, detailed specifications for the LEE AVE LIFT STATION STANDBY GENERATOR can be obtained online at:

<https://www.gurnee.il.us/government/transparency-portal/bids-rfps>.

A **mandatory** pre-bid meeting will be held on Wednesday, July 10, 2024, at 10:00 AM at the Lee Ave Lift Station at 4370 Lee Ave, Gurnee. Contact Water Utility Manager, Brett Fritzler, for information at (847) 599-6800.

The Village Board of Trustees reserves the right to reject any proposal for failure to comply with all of the requirements of this notice or any proposal documents; however, it may waive any minor defects or informalities at its discretion.

The Village Board of Trustees reserves the right to reject any and all proposals and to award a contract which, in its judgment, is in the best interest of the Village of Gurnee.

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LEE AVE LIFT STATION STANDBY GENERATOR
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REQUEST FOR PROPOSAL
LEE AVE LIFT STATION STANDBY GENERATOR
SPECIFICATIONS

1.0 INTRODUCTION

The specifications provide technical guidelines and details for the Lee Ave Lift Station Standby Generator. The specifications are an integral part of the Village’s formal Request for Proposal (RFP) dated June 18, 2024. The Specifications for this project are the General Conditions of the Contract, all relevant standards and codes as stated in section 2.2 of this document are made part of these documents by reference. In case of conflict between these Specifications, the most restrictive requirement shall be binding.

All responders are required to review this document in detail and acknowledge their understanding of the technical aspects of this project in order to be considered a responsible Bidder.

1.1 Project Overview

The Village of Gurnee is in search of an experienced Electrical Contractor to fully install a 30kVA natural gas generator, automatic transfer switch, and main disconnect at the Lee Ave Lift Station site located at 4370 Lee Ave.

The Village will select a contractor to furnish all labor, materials, tools and equipment required to complete the work indicated in the specifications contained in the RFP.

Additional information regarding the Village of Gurnee can be found at <https://www.gurnee.il.us>.

1.2 Contact Information

Brett Fritzler, Water Utility Manager, will be the primary contact from the Village for questions. All questions will be routed to the appropriate personnel. Email questions and concerns to publicworks@village.gurnee.il.us or via phone at 847-599-6800.

1.3 Project Goals & Objectives

The Village is looking to provide enough emergency electrical capacity to power control systems and telemetry at the lift station and nearby Pressure Reducing Valve (PRV) station during emergency situations.

1.4 Scope of Work

The Village of Gurnee is requesting a proposal to install a Kohler 30kVA natural gas generator at the Lee Ave Lift Station at 4370 Lee Ave. This work will include all labor and material to complete the installation including, but not limited to, generator unit in existing enclosure, automatic transfer switch, main disconnect, removal or reconnection of existing equipment, electrical wiring, conduit, connectors, and gas hookup to complete the installation as outlined herein.

1.5 Material Specifications

The specific model for the generator has been selected by the Village of Gurnee. The product description, models, as well as any specific installation practices can be found in the special provisions.

1.6 Selection Process Time Frame

Bid Document Release:	June 18, 2024 - 8:00 AM
Pre-Proposal Meeting:	July 10, 2024 - 10:00 AM
Bid Opening Date:	July 23, 2024 - 10:30 AM
Projected Bid Award Date:	August 5, 2024

2.0 GENERAL CONDITIONS, QUALIFICATIONS, STANDARDS & PROCEDURES

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF GURNEE (“VILLAGE”), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER (“BIDDER, VENDOR, OR CONTRACTOR”) AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND THE BIDDER CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

2.1 General Conditions

A. CHANGES TO SCOPE OF WORK

If the Village deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract as bid, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Owner and the CONTRACTOR before any such work shall be commenced.

B. EXTRA WORK

No claim whatsoever will be allowed the CONTRACTOR for changes, extra work, or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the CONTRACTOR is first **ordered in writing** by the Village and the price herein stipulated to the CONTRACTOR.

C. QUALITY CONTROL OF WORK

The Village shall have power to inspect all work for compliance with the Specifications, and the CONTRACTOR shall perform all of the work herein specified to the Village's entire satisfaction, approval, and acceptance.

The CONTRACTOR is responsible for furnishing all labor, materials, and equipment to construct and complete the work in compliance with the Plans, Specifications, and Special Provisions unless otherwise specified. All material to be incorporated in the work; all labor to be performed; and all equipment, tools, and methods to be used shall be subject to the approval of the Village. It is the CONTRACTOR'S responsibility to complete the work and deliver a final product which meets all the requirements of the Specifications.

The Village shall decide all questions relative to measurements, the materials used, the character of the work performed, and as to whether the rate of progress is such as to comply with these Specifications.

If any authorized agent of the Village shall discover and notify to the CONTRACTOR of any neglect or disregard of the Specifications, such defects shall at once be remedied and further defective work be at once discontinued; but the right of final acceptance or condemnation of the work will not be waived by reason thereof, nor by any act of the Owner, his / her officers, or agents.

D. INSPECTION

The Village shall at all times have access for inspection to all branches of the work, on the site of the work, or where materials are stored or to be furnished from, and the CONTRACTOR shall furnish from time to time such samples of each separate component forming the materials to be used in the improvement as may be required by the Village.

If at any time during the progress of the work, any material is rejected or if any of the work is wholly or in part improperly constructed, then the CONTRACTOR, at his / her own expense, shall immediately remove all rejected material and shall reconstruct all work improperly done. In case the CONTRACTOR shall neglect or refuse, after seventy-two (72) hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Owner and the Owner's cost of labor, material, and supervision thereof deducted from any money due the CONTRACTOR.

E. FORFEITURE

The work herein specified shall be prosecuted with such forces as the Village may deem adequate for its completion within the time specified for completion. If the rate at which the work is performed is, in the judgment of the Village, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the CONTRACTOR refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time, or if in any event, the CONTRACTOR fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Owner shall have full right and authority after giving seven (7) days written notice to the CONTRACTOR of its intention to do so, to take the work out of the hands of the CONTRACTOR and/or to re-let the same to other contractors. In so doing, the Owner may use or authorize the use of such materials and supplies as may be the property of the CONTRACTOR, or on the ground, without rental or other charge for the use thereof, except that all such materials so used in completing the work shall be credited to said CONTRACTOR at their fair reasonable market price, as of the date same were delivered on the work, but in no case will the CONTRACTOR be credited with more than the cost of said materials delivered to the CONTRACTOR. The cost of fully completing all the work and all expense of every kind incurred by the Owner in connection herewith shall be charged to the CONTRACTOR and shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter become due, or may at any time thereafter become due to said CONTRACTOR under this Contract, or any part thereof, so far as the same shall suffice therefore, and any deficiency shall be paid to the Owner by the CONTRACTOR forthwith, and the bondsmen will be held liable for any such deficiency. Should it become necessary for the Owner to declare the work forfeited, such forfeiture shall in no case relieve the CONTRACTOR or his / her bondsmen of any of the conditions of the Contract. In case the CONTRACTOR shall abandon or in any manner fail to complete the work, the Owner shall have the full right and authority to pay to any person, firm, or entity who may have been employed by the CONTRACTOR upon the work, out of any fund due or unpaid the CONTRACTOR at the time the Owner shall declare said CONTRACTOR in default, any and all sums of money which may be found to be due and owing to said CONTRACTOR under this Contract and upon giving five (5) days written notice by mail to said CONTRACTOR of the intention so to do. The Owner shall have the full right and authority to ascertain the amount or amounts so due and owed by the CONTRACTOR to such person, firm, or entity and in such manner and upon such proof as it may deem sufficient, and the amount or amounts so found by it to be due and owing to such person, firm, or entity, shall be conclusive as against said CONTRACTOR, and may thereafter make payment to the said person, firm or entity.

F. SUSPENSION OF WORK

Should the CONTRACTOR, with the approval of the Village, stop work or should the weather conditions in the opinion of the Village be such that the work could not be properly and safely be performed, then the Village may suspend the work until such time as weather conditions shall permit proper construction. In case of stoppage of work, the CONTRACTOR shall, at his / her own expense, store and be responsible for material and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the Village, the time of delay or suspension may be added to the time set for completion of the work.

G. WAIVERS OF LIEN REQUIRED

It is expressly understood that the Village reserves the right to direct that no payment be made to the CONTRACTOR should he have reason to believe that said CONTRACTOR has failed for any reason to make just payment to any employee, subcontractor, or material supplier used or employed by the CONTRACTOR in the prosecution of the work, until the Village is satisfied that full and proper payment has been made. The CONTRACTOR shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

H. PARTIAL AND FINAL ACCEPTANCE OF THE WORK

Work on this Contract is not subject to partial inspection and acceptance. The entire work shall be made in a neat and workmanlike manner and all requirements shall be complied with in detail. The mere fact that some particular part or portion of the work may have been previously inspected, cleaned, and set in order will not excuse the CONTRACTOR from again cleaning any and all portions so that the entire system of work shall be in proper condition and subject to final inspection by the Village and complying with the use intended at the time of acceptance by the Owner. The date of final acceptance of work on this Contract is the date that the CONTRACTOR is issued final payment by the Owner.

All contract work shall be completed prior to April 30, 2025.

2.2 Applicable Regulations and Standards

All the latest and most recent of the standards, regulations, work rules, product specifications and workmanship practices listed will apply to this project unless otherwise approved by the Village.

- a. National Electrical Code (NEC)
- b. Occupational Health & Safety Administration (OSHA) Standards
- c. American National Standards Institute (ANSI)
- d. Local Electrical and Safety Standards
- e. Underwriters Laboratory (UL)
- f. Village of Gurnee Municipal Code
- g. American Concrete Institute (ACI)
- h. The Institute of Electrical and Electronics Engineers (IEEE)
TIA/EIA 568-B Commercial Building Telecommunications Wiring Standards
TIA/EIA 606 Building Infrastructure Administration Standard
TIA/EIA 607 Grounding and Bonding Requirements

2.3 Evaluation Criteria

The Village of Gurnee has a procedure by which proposals are reviewed; this approach allows the Village to evaluate the contractors based on the equipment proposed, the cost of their services and/or equipment, their ability to complete the work within a required amount of time, their past record in performing similar work and their ability to work with local staff. Additionally, the following factors will be evaluated for each contractor that submits a proposal:

1. Contractor Strength: Financial strength, years in business, market share, capabilities, supplier and subcontractor relationships.
2. Contractor Background and Support: Number of similar systems installed, manufacturer support, number of certified technicians on proposed systems, number of systems under maintenance agreements, references.
3. The proposed system's ability to meet current and potential requirements.
4. System cost: System acquisition, installation, and system maintenance.
5. Timeframe for project completion.
6. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

The Village will select a contractor on the basis of the responsiveness of the proposal to the Request for Proposal requirements and willingness to negotiate and execute an acceptable written agreement. The Village reserves the right to reject any, some or all proposals and to request written clarification of proposals and supporting materials.

Responses may be rejected if the contractor fails to perform any of the following:

1. to adhere to one or more of the provisions established in this RFP;
2. to submit a response and complete all required forms;
3. to demonstrate technical competence;
4. to submit a response on or before the deadline
5. to fulfill a request for an oral presentation.

Discussions may be conducted with responsible entities that have submitted proposals in order to clarify certain elements. Proposals shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers at the discretion of the Village. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing proposers. The selection shall be done by a review team and will be recommended to the Village Board for final approval.

The contractor to be recommended to the Village Board will be the one whose proposal is determined to be the most advantageous to the Village, in consideration of price and the evaluation factors set forth in this Request for Proposal.

The Village of Gurnee reserves the right to negotiate with more than one potential awardees after the submission of all proposals.

The Village of Gurnee may award a contract based on initial proposals received without discussing such proposals among the contractors.

The Village of Gurnee reserves the right not to fund any of the respondents to this RFP.

The Village is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The Village of Gurnee in accordance with the laws of the State of Illinois, hereby notifies all respondents that it will affirmatively insure that the agreement entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color or national origin.

2.4 Contractor Qualifications

The contractor must possess the equipment and all required licenses and authorizations necessary to complete the type of work required.

The contractor is responsible for compliance with all regulations and standards set forth in the general conditions and special provisions of this document.

2.5 Pre-Proposal Meeting

All interested contractors must attend a contractor conference on **Wednesday, July 10, 2024 - 10:00 AM at the Lee Ave Lift Station site at 4370 Lee Ave, Gurnee**, for the opportunity to visit the site of the proposed work, to familiarize themselves with the project and to pose questions or request additional information.

During this meeting a walkthrough of the site will be given to assist in determining the scope of work, measurements, material quantities, sizes and site conditions that will affect work, which is the SOLE responsibility of the Bidder. Bidder should acquaint themselves with job conditions by site review. Failure to do so will not relieve the Bidder of the obligation to furnish all services necessary to carry out the provisions of the Contract.

The Village assumes no responsibility for any misunderstanding or representations concerning conditions made by its officers or employees prior to the execution of this contract, unless such understanding or representations made are given in writing. No additional allowance will be granted because of lack of knowledge of such conditions.

Attendance at the Pre-Proposal Meeting is mandatory. Failure to attend the pre-proposal meeting will be sufficient grounds for rejecting a proposal. In order to best accommodate attendees, it is preferred that responders send an email to publicworks@village.gurnee.il.us indicating their intention to attend prior to the meeting.

It is extremely important to review this document in its entirety prior to attending the Pre-Proposal Meeting.

2.6 Bidder Requirements

A. CONTRACTOR'S EMPLOYEES

The CONTRACTOR shall employ skilled foremen and laborers and shall, if directed by the Village, discharge from the site of the work any incompetent, abusive, or disorderly employees. None but person's expert in their respective branches of work shall be employed by the CONTRACTOR.

B. EXISTING FACILITIES

The Contractor shall protect from damage all existing facilities, fixture, and equipment liable to injury by his / her operations and shall, at their own expense, make good all such damages to the satisfaction of the Owner.

The Contractor shall clean and maintain all work areas adjoining the project site free from all construction debris at all times. The Contractor is also responsible for the immediate removal of debris from adjacent work areas caused by construction foot traffic entering and leaving the project area.

C. SALVAGED MATERIAL

All material of whatever kind encountered on the site is the property of the Owner. When approved for removal from the site of the work, said material shall become the property of the CONTRACTOR and shall be disposed of, in a timely fashion, as specified.

D. PERMITS

The CONTRACTOR shall be responsible for obtaining all permits and furnish the Village of Gurnee with copies of such. The Village will waive fees for any permits issued by the Village's Community Development Department. A permit from North Shore Gas is required for this project. Village staff will coordinate permit process with North Shore Gas with cooperation/input from the contractor, as needed.

E. ORDINANCES

The CONTRACTOR shall observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his / her employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

F. DAMAGE

All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the CONTRACTOR'S expense.

The CONTRACTOR is responsible for having any and all public and private utilities located in proximity to the project site. The CONTRACTOR shall protect all public and private utilities and shall notify the owners of all utilities at least 48 hours prior to commencing work. The contractor shall contact JULIE (1-800-892-0123) and obtain the horizontal and vertical field locations for utilities within the limits of the proposed construction.

The CONTRACTOR shall be held responsible for any damage to any water, gas or drain pipes, conduits, trees, sidewalks, pavements, structures, etc., and to interruption of service to same.

The CONTRACTOR shall, without extra charge, erect, maintain, and remove strong and suitable barriers which, during the night time, will prevent any accident or harm to life, limb, or property in consequence of such work.

The CONTRACTOR shall protect, restore, and make good, as may be necessary, all buildings, foundations, and fences damaged in the progress of the work, at the CONTRACTOR'S expense.

The CONTRACTOR shall protect all private and corporate property, such as gas mains, telephone lines, telephone or telegraph poles or conduits, etc. interfering with the work, notifying the several owners of the work to be done, and arranging for the future disposition of their property. The CONTRACTOR agrees to hold the Owner and the Village harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

G. MINIMUM WAGE PROVISIONS

The successful bidder will be required to pay not less than the prevailing rates of wages in this locality to workmen engaged in the work, in accordance with "The Prevailing Wage Act", Illinois Revised Statutes, as amended. All contractors and subcontractors shall submit certified payroll records to the Village of Gurnee. Contractors must submit these records once a month. The payroll records must include all workers employed by contractors who have worked on construction projects undertaken on behalf of the Village.

H. FAIR EMPLOYMENT PRACTICES

In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the CONTRACTOR, his / her subcontractors, suppliers of materials or services to the CONTRACTOR or his / her subcontractors, or any labor organizations furnishing skilled or unskilled labor to the CONTRACTOR or his / her subcontractors.

2.7 Bid Response Requirements

The Village of Gurnee will accept sealed proposals for the natural gas generator for existing facilities. Proposals will be accepted until **10:30 AM on July 23, 2024** and at that time, will be publicly opened and read. Proposals are to be

sealed and marked "Lee Ave Lift Station Standby Generator – SEALED BID" and delivered to Public Works at 1151 Kilbourne Road, Gurnee, IL 60031.

No faxed or emailed bids will be accepted. It is the sole responsibility of respondents to the Request for Proposal to deliver the proposals before the stated deadline.

Bidder is encouraged to check with Demandstar.com or the Village's website (<https://www.gurnee.il.us/government/transparency-portal/bids-rfps>) within 48 hours prior to the due date to verify any addenda affecting bidding.

Bids received prior to the opening will be securely kept, unopened. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered. Formal bids received after the specified bid time will not be considered and will be returned unopened. No responsibility will attach to the Village for the premature or non-opening of a bid not properly addressed and identified in the provided envelope, except as otherwise provided by law.

A written request for withdrawal of a bid will be granted if the request is received by the Village prior to the specified time of the opening.

The contractor must provide detailed pricing to the fullest extent (to be submitted separately). While dependable service is of paramount concern to the Village of Gurnee, price is also important. A system cost analysis will include hardware acquisition, installation and maintenance. After the proposals have been reviewed, selected contractors may be requested to make a presentation. Therefore, your quoted price should be as competitive as possible. Prices submitted after the receipt of proposals, unless requested by the Village of Gurnee, will not be considered valid.

Responses to the Request for Proposal shall be in one volume. Any firm brochures and/or information pertaining to the qualifications of the contractor and/or manufacturer may be submitted, but all must be included in a single volume. **One (1) printed copy is required. It is also required to provide the response information in electronic format on a USB drive.**

All costs incurred in the preparation and submission of the Request for Proposal shall be borne by the contractor.

The Village of Gurnee is not obligated to return any responses or materials submitted by a contractor as a result of the Request for Proposal.

2.8 Payment for Completed Work

Any payments made to the CONTRACTOR during the progress of the work shall in no way lessen the total and final responsibility of the CONTRACTOR, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of the Contract, nor be considered a ratification of any act on the part of the agents, or representatives of the Owner which in any manner may contravene any of the requirements or provisions of the Contract. During the course of the improvement, if the rate of progress is satisfactory to the Owner, and it appears that all claims for labor and materials are satisfied, progress payment may be requested by the CONTRACTOR to the Owner.

The CONTRACTOR shall certify in writing to the amounts of work completed, on forms prepared by the CONTRACTOR, prior to presentation to the Owner for payment.

2.9 Insurance

The CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the CONTRACTOR allow any subcontractor to commence work on this Contract until all similar insurance required of the subcontractor has been so obtained and approved.

A. COMPENSATION INSURANCE

The CONTRACTOR shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his / her employees employed at the site of the project; and, in case any work is sublet, the CONTRACTOR shall require all subcontractors similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide Workmen's Compensation Insurance for the protection of his / her employees not otherwise protected.

B. PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The CONTRACTOR shall take out and maintain and cause to be taken out and maintained by all subcontractors during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and all subcontractors performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- General Liability/Property Damage/Bodily Injury \$2 million combined single limit
- Automobile Bodily Injury Liability/Property Damage \$2 million combined single limit

Such insurance shall name the Village as insured along with the CONTRACTOR and shall hold harmless the Village against all suits and claims arising from or as the result of the actions of the CONTRACTOR or his / her subcontractors.

Such policies shall not be cancelled, permitted to expire, or to be changed without the written consent of the Owner.

C. PROOF OF INSURANCE

The CONTRACTOR shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details of the policy.

The Village of Gurnee and its officers, employees, and agents shall be named as additional insured on all insurance policies, with the exception of workers compensation.

2.10 Subcontractors

The Contractor must identify the name of and information (background and experience) of any subcontractors to be involved in this project.

All subcontract agreements shall contain the required Federal and State Equal Employment Opportunity provisions and Labor Compliance provisions, including contract minimum wage requirements.

All work permitted to be subcontracted is conditional upon the timeliness and satisfactory performance of the Subcontractor and coordination of the CONTRACTOR. The Village may order the CONTRACTOR to remove a Subcontractor who is not performing satisfactory work or who is not performing work in a timely manner.

2.11 Indemnity

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 any way accrue against the Village, its officials, agents, employees, and volunteers 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 in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, 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 connection therewith, and, if any judgment shall be rendered against the municipality, 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 protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

2.12 Force Majeure

Neither the Village or the Vendor shall not be liable in any way to the contractor as a result of an event, circumstance or act of a third party that is beyond a party’s reasonable control (e.g. an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots).

2.13 Safety

Safety requirements: Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the project period. This requirement shall apply continuously and not be limited to normal working hours.

Safety provisions shall conform to Federal and State Departments of Labor, Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and Local Laws, Ordinances, Codes, requirements set forth herein, and regulations that may be specified in other parts of these specifications. Where these are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

3.0 SPECIAL PROVISIONS

THESE SPECIAL PROVISIONS INCLUDED HEREIN APPLY TO AND GOVERN THE PROPOSED IMPROVEMENT FOR THE LEE AVE LIFT STATION STANDBY GENERATOR AND IN CASE OF CONFLICT WITH ANY PART OR PARTS OF SAID SPECIFICATIONS; SAID SPECIAL PROVISIONS SHALL TAKE PRECEDENT AND SHALL GOVERN.

3.1 30 kVA Generator

The Generator is to be a Kohler natural gas fueled 30 kVA, 240 volt, three phase generator (Model: 30CCL) **or approved equal. A larger load generator may be considered if it has a shorter lead time and is in the best interest of the Village.** The Village of Gurnee is interested in pricing for several optional accessories. Section 4.8 is the pricing sheet for these optional accessories.

The generator shall be placed on the exiting concrete pad in the location as indicated on the site map given in the appendices to avoid underground Village infrastructure.

Upon final installation and startup, contractor shall perform a load test and then schedule and exercise the generator to ensure proper load transfer from ComEd to generator. **Generator shall include a minimum 5 year comprehensive warranty.**

3.2 Transfer Switch and Load Center

All circuits shall be clearly labeled to identify their purpose and status indicator lights shall be included on panels.

Automatic transfer switch and main disconnect shall be mounted within existing Village generator enclosure.

3.3 Concrete Pad

Generator Pad: The proposed generator shall be mounted to the existing 14ft x 15ft concrete pad located within the existing generator enclosure.

3.4 Gas Service

Gas service shall be installed new from existing gas meter to generator, approximately 10ft. Gas pipe shall be installed along and secured to concrete wall and floor.

3.5 Conduit

All wiring shall be installed in conduit in accordance with the Village of Gurnee Municipal Code.

3.6 Connections

It is the responsibility of the contractor to hookup to the existing natural gas service. The gas and all electrical connections must be done in a manner to conform to all codes and regulations referenced in this RFP.

3.7 Restoration

Any area of disturbances due to excavations or any other work performed by the contractor for this RFP shall be brought to existing grade with topsoil and seeded. At the completion of the restoration, the areas of disturbance are to be in the original condition. Existing generator enclosure shall be restored to original condition.

3.8 As-Built Documentation

Before final acceptance of the project, provide the Village of Gurnee with two (2) copies of As-Built drawings. These drawings should include wiring diagrams and installed location and depths of conduit.

3.9 Additional Documentation

As part of the RFP response, provide cut sheets for all material and equipment proposed. After the project award, the awarded contractor is to provide all operators and service manuals for the equipment. Upon completion of work, Village Staff shall be trained on the proper use and function of all components installed by contractor. Documentation of who presented the training and those who attended shall be submitted to the Public Works Director.

4.0 SUBMITTALS

4.1 Submittal Checklist (Submittal #1)

<u>Item</u>	<u>Provided / Completed (Indicate with an 'X')</u>
Bidder provided Cover Letter and Introduction (Submittal #2)	_____
Bidder provided List of Equipment Proposed w/Manufacturer & Model No. & Additional Materials (Submittal #3)	_____
Bidder Provided List of Exceptions taken to the Specifications & Requirements (Submittal #4)	_____
Bidder provided Statement of Work (S.O.W.) (Submittal #5)	_____
Bidder provided Proposed Project Timeline (Submittal #6)	_____
Completed Proposal Pricing (Submittal #7)	_____
Alternative and Optional Accessories Detail Pricing (Submittal #8)	_____
Completed the Statement of Qualifications (Submittal #9)	_____
Completed the Reference Form (Submittal #10)	_____
Completed the Bidder Certifications (Submittal #11)	_____
Completed the Indemnity Hold Harmless Agreement (Submittal #12)	_____

Furthermore, the bidder acknowledges receipt of, has read, and understands the RFP including all specifications, conditions, and any RFP Addendums

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

4.2 Cover Letter and Introduction (Submittal #2)

Provide a one page concise and focused overview to introduce your company and summarize, in layperson's terms, areas where Contractor believes the proposed solution and company offer unique capabilities for this project.

4.3 Proposed Equipment & Materials List (Submittal #3)

Provide a complete list of equipment and materials proposed including an indication of manufacturer and applicable part numbers. Also provide a list of any materials that will be provided not mentioned or specified in this RFP.

4.4 List of Exceptions Taken (Submittal #4)

Provide a complete list of exceptions taken to the specifications and requirements. Site the applicable section from the RFP document. If no exceptions are being taken, provide a statement stating that no exceptions are being taken.

4.5 Statement of Work (S.O.W.) (Submittal #5)

Provide a comprehensive Statement of Work (S.O.W.) outlining the responsibilities of the Contractor, the Village and any other parties involved in the course of the completion of the project. The intent is to clearly establish the expectations of all parties with regards to work performed, services rendered and assistance provided during the course of the project.

4.6 Project Timeline (Submittal #6)

Provide a proposed schedule for the work describing milestones, tasks, timeframes and lead times on materials/equipment.

4.7 Proposal Pricing (Submittal #7)

BID PRICING SUMMARY

Item	Model #	Installed Price
Generator		
Automatic Transfer Switch		
Main Disconnect		
Gas Service Connection	N/A	
Restoration	N/A	
Total Price	-----	

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

4.8 Proposal Pricing (Submittal #8)

ALTERNATIVE AND OPTIONAL ACCESSORIES BID PRICING DETAIL

Item		Model #	Installed Price
Generator			
Battery			
Battery Heater			
Carburetor Heater			
Network Card			
Remote Monitoring System			

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

4.9 Statement of Qualifications (Submittal #9)

This Statement of Bidder's Qualifications is to be submitted by the Bidder as part of the proposal. All questions must be answered. The Bidder may submit any additional information he/she desires.

1. Firm name: _____

2. Permanent main office address: _____

3. If a corporation, where incorporated: _____

4. How many years has your firm been doing business: _____

5. Number of years doing projects similar to this RFP: _____

6. Overall number of personnel employed: _____

7. Number of personnel involved in these projects: _____

8. Manufacturer authorizations / certifications held for equipment / materials proposed:

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Village of Gurnee, in verification of the recitals comprising this Statement of Proposer's Qualifications.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

4.10 Reference Form (Submittal #10)

The Bidder shall list four (4) references with projects similar to the Village of Gurnee for whom Contractor has provided comparable services. Please include name, address, telephone number, date of completion, contact person and type of work performed for the entity. Additional references may be provided for consideration.

- 1. Company / Municipality Name: _____
Address: _____
Email: _____
Phone: (____) _____ Contact Person: _____
Type of Work / Project: _____

Date of Completion: _____

- 2. Company / Municipality Name: _____
Address: _____
Email: _____
Phone: (____) _____ Contact Person: _____
Type of Work / Project: _____

Date of Completion: _____

- 3. Company / Municipality Name: _____
Address: _____
Email: _____
Phone: (____) _____ Contact Person: _____
Type of Work / Project: _____

Date of Completion: _____

- 4. Company / Municipality Name: _____
Address: _____
Email: _____
Phone: (____) _____ Contact Person: _____
Type of Work / Project: _____

Date of Completion: _____

4.11 Certifications by Bidder (Submittal #11)

Bid Rigging and Rotating

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract..

Equal Opportunity

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Tax Payment

The undersigned further states that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Prevailing Wage

The undersigned hereby certifies that, pursuant to the policy of the State of Illinois, a wage of no less than the general prevailing hourly rate as paid for work of similar character in the locality in which the work is performed will be paid to all laborers, workers, and mechanics employed by or on behalf of any and all public bodies engaged in public works.

Drug Free Workplace

The undersigned further states that, pursuant to Illinois Statutes, 30 ILCS 580/1, the Bidder provides a drug free workplace, and provides compliance with necessary requirements.

The undersigned hereby certifies they have read, understand, and agree that acceptance by the Village of Gurnee of the Bidder's offer by issuance of a Purchase Order will create a binding contract.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained above are true and correct. The undersigned further states the he or she had the authority to make all certifications required.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

4.12 Indemnity Hold Harmless Agreement (Submittal #12)

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 any way accrue against the Village, its officials, agents, employees, and volunteers 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 in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, 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 connection therewith, and, if any judgment shall be rendered against the municipality, 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 protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

5.0 APPENDICES

5.1 SITE PLAN

5.1 SITE PLAN



This map was created for use in the Village of Gurnee GIS project.
Any other use/replication of this information is the responsibility of the user and such use is at their own risk.
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