



VILLAGE OF LAKE IN THE HILLS  
REQUEST FOR PROPOSAL

**Inspection and Maintenance Contract for Village Generators**

**Proposal Opening Time and Date:** February 9, 2012 at 10:00 am

Is there a Pre-Proposal Meeting? Yes  No  
Is Attendance at the Meeting Mandatory? Yes  No

Date and Time of Meeting: \_\_\_\_\_

**SUBMISSION REQUIREMENTS:**

Prevailing Wage:  Yes No

**Bond Requirements:**

Performance Bond  Yes No  
Labor & Mat. Payment Bond Yes  No  
Maintenance Bond Yes  No  
Bid Deposit/Bid Bond Yes  No

**Insurance Requirements:**

Commercial General Liability  Yes No  
Worker's Comp/Employers Liability  Yes No  
Business Auto Liability  Yes No  
Builder's Risk Insurance Yes  No  
Owner's Protective Liability Yes  No  
Professional Liability Yes  No  
Environmental/Pollution Liability Yes  No

**PLEASE MARK THE EXTERIOR OF THE RETURN SEALED ENVELOPE WITH:**

1. February 9, 2012 at 10:00 am
2. Inspection and Maintenance Contract for Village Generators

**RETURN BIDS TO:**

Village of Lake in the Hills  
Attn: Scott Fish  
9010 Haligus Road  
Lake in the Hills, IL 60156

**NOTIFICATIONS:**

All Official notifications or questions about this RFP shall be made in writing addressed using the contact information listed above.

**SUBMISSIONS BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED**

This RFP can be downloaded from the Village's website at [www.lith.org](http://www.lith.org).

**A. DEFINITIONS**

The following words and phrases, when used in this Request for Proposal document shall have the meanings as specified herein.

**Bidder:** The person, firm, or corporation submitting a bid.

**Village:** The Village of Lake in the Hills, McHenry County, Illinois, an Illinois municipal corporation.

**B. REQUEST FOR PROPOSAL**

The Village, acting under its statutory home-rule powers, is seeking proposals for the aforementioned project, product or service. The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Bidder desiring to furnish a bid for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

**C. INVESTIGATION BY PROSPECTIVE BIDDERS**

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Bidder's own risk.

**D. MINIMUM SPECIFICATIONS**

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all bidders notice of all adjustments.

**E. PRICING, TAXES, AND FEES**

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The specifications shall indicate the appropriate delivery address.

If an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers

compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

#### **F. COMPLIANCE WITH APPLICABLE LAWS**

The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

1. **Prevailing Wage Rates:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and recordkeeping duties and shall include a guarantee of faithful performance of the Prevailing Wage Act in any performance bonds if required under this contract. A Prevailing Wage Affidavit must be submitted with all payment requests.
2. **Certified Payroll Requirements:** Effective August 10, 2005 General Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B Misdemeanor. The IDOL and IDOT certified payroll forms can be found on the Village web-site at <http://www.lith.org/AppsForms.html>.
3. **Substance Abuse Prevention on Public Works Project Act:** 820 ILCS 265/1 states on prevailing wage projects, employers must have in place and file with the Village a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act. The successful bidder will be required to submit a copy of the program before a contract will be awarded.
4. **Other laws, if applicable, that shall be observed, including, but not limited to:** Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

#### **G. COMPETENCY OF BIDDERS**

The opening and reading or posing of bids shall not be construed as acceptance by the Village of the Bidders as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Bidder. Upon request of the Village, the Bidder shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the project required by the specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

#### **H. PROPER COMPLETION OF BID DOCUMENTS**

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink. All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 4.

#### **I. PROPOSAL DELIVERY REQUIREMENTS**

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date

and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

**J. WITHDRAWAL OF PROPOSALS, DECLINATIONS**

The Village Administrator may grant a request of withdrawal if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid proposal for a period of 60 calendar days and such bid will be binding during that time.

**K. AWARD OF CONTACT**

A contract for the described product or service shall be awarded to the lowest responsive and responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies, and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Bidder.

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to faithfully perform any previous contract with the Village.

**L. REFERENCES**

The Bidder shall provide at least five references on the form in Appendix 2.

**M. INDEPENDENT CONTRACTOR**

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

**N. NON-ASSIGNMENT**

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

**O. SUBCONTRACTORS**

The Bidder shall provide a list of subcontractors that will be doing work on this project on the form in Appendix 3.

**P. PROGRESS PAYMENTS**

Based upon submitted applications for payment submitted by the Bidder and signed off by the Village, the Village shall make progress payments based on the total contract sum. Each application for payment shall be based upon a schedule of values submitted by the Bidder in accordance with the contract documents. This schedule of values shall allocate the entire contract sum among various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as may be required.

**Q. FINAL PAYMENT**

Reserved.

**R. STANDARD BOND REQUIREMENTS**

**1. Performance Bond**

When marked as required on the cover sheet, the successful bidder shall furnish a performance bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide. The form of the bond is attached to this RFP.

**2. Labor & Material Payment Bond**

When marked as required on the cover sheet, the successful bidder shall furnish a labor & material payment bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such labor & material payment bond shall be issued by a surety company licensed to do business in the State

of Illinois with a general rating of A minus or better in Best's Insurance Guide. The form of the bond is attached to this RFP.

**3. Maintenance Bond**

When required on the cover sheet, a maintenance bond in the amount of 10% of the final cost of all improvements shall be posted with the Village for the purpose of:

1. Guaranteeing and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character and not discernable at the time of final inspection or acceptance by the Village; and
2. Guaranteeing against any damage to such improvements by reason of the settling of ground, base of foundation thereof.

Such maintenance guarantee shall also provide that, if such defects have so developed and have not been corrected by the contractor, then the guarantee may be applied by the Village to correct such defects.

The contractor shall guarantee for one year all work against all defects.

The cost of the maintenance bond shall not be paid for separately, but will be considered incidental to the contract.

**4. Bid Bond**

When marked as required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check or certified check equal to the amount specified is acceptable in lieu of a bid bond.

Proposal securities shall be released as follows:

1. The successful Bidder's security shall be retained until the required performance bond has been furnished;
2. Proposal securities of the proposing Bidders shall be held until the successful Bidder's performance bond has been furnished, at which time the proposal securities will be promptly returned to the unsuccessful Bidders.

**S. INSURANCE and INDEMNIFICATION**

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The Village of Lake in the Hills is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Bidder's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

The Bidder's insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Bidder'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.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Bidder shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Bidder and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

A Bidder shall maintain limits no less than:

1. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
  - a) General Aggregate: \$2,000,000
  - b) Bodily Injury & Property Damage:  
\$1,000,000 per occurrence combined single limit
  - c) Other Coverage's: \$2,000,000 or as otherwise approved or required by owner  
Coverage's shall include:
    - Premises Operations
    - Products/Completed Operations (to be maintained for five years following Final Payment)
    - Independent Contractors
    - Personal Injury ( with Employment Exclusion deleted)
    - Broad Form Property Damage Endorsement
    - Blanket Contractual Liability
    - Bodily injury and property damage
    - "X", "C", and "U" exclusions shall be deleted.
    - Blasting exclusions shall be deleted if Work involves blasting.
    - ISO Additional Insured Endorsement CG2010 shall be provided.
2. Workers' Compensation and Employer's Liability  
The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
  - a) Workers' Compensation: Statutory limits;
  - b) Employer's Liability with limits not less than:
    - \$1,000,000 per occurrence
    - \$1,000,000 each accident – policy limit
    - \$1,000,000 each disease – policy limit
    - \$1,000,000 disease – each employeeSuch insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement.
3. Business Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.
4. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor, Owner, and Engineer against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler, leakage, flood, hydrostatic pressure, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of all Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses or storage areas, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying or using all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

5. Owner's and Contractor's Protective Liability Insurance. (only on projects with exposure of \$50,000.00 and up) Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000.

The named insureds for this insurance shall be the Village of Lake in the Hills. The Village of Lake in the hills, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's works, 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 the Village of Lake in the Hills, its officials, agents, employees, and volunteers. The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer.

6. Professional Liability Insurance.

- a) Limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior approval.
- b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- c) Provide a certified copy of actual policy for review.
- d) Required coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - i) Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - ii) Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

7. Environmental Impairment/Pollution Liability Coverage

For pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. Bidder shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Verification of Coverage: The Bidder shall furnish with the Village 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. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 201 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

Subcontractors. The Bidder 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.

Assumption of Liability: The bidder assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, 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.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way 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 Bidder, 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, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state

law in an effort to set aside the contract.

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

**T. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS**

Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.

Evidence of completed employee safety training can be provided.

**U. REGULATORY REQUIREMENTS**

Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

# SPECIFICATIONS

## GENERAL CONDITIONS

1. Generator Maintenance will be done twice a year. In March, complete load banking will be conducted on each generator. In August, preventative maintenance will be conducted, along with changing light bulbs.
  1. Engine Oil and Filters (August)
    - Oil will be inspected for contamination one (1) time per year.
    - A written report is due. Provide a copy of oil analysis 60 days from date of sample.
    - Oil and filter will be changed one (1) time per year.
  2. Lube Oil System (August)
    - Inspect and clean crankcase breather for proper operation.
    - Inspect hose and connection.
    - Inspect unit for leaks.
    - Inspect gauge for proper operation and correct pressure.
    - Inspect pre-lube pump.
  3. Fuel System (August)
    - Inspect fuel filters for leaks, tightness, and sediment.
    - Change fuel filters one (1) time per year.
    - Inspect and drain water separator one (1) time per year.
    - Change water separator one (1) time per year.
    - Inspect fuel system for leaks and tightness of connections.
    - Inspect line brackets.
    - Inspect governor for oil level (fill as necessary).
    - Inspect governor controls and linkage for proper operation.
    - Inspect fuel pressure gauge for proper pressure.
    - Inspect injectors and injection pump for proper operation. Tighten connections as needed.
  4. Air Induction and Exhaust System (August)
    - Inspect and clean air filters as needed. Air filters will be changed during the first and third year of the four (4) year contract.
    - Inspect air inlet system piping and air filter housing for damaged, loose connections and evidence of leaks. Check housing seals and gaskets. All clamps will be tightened and connections repaired.
    - Inspect turbocharger for oil or exhaust leakage. Check for unusual noise and proper operation. Inspect for bearing endplay.
    - Inspect exhaust manifold for damage, loose or missing hardware, evidence of exhaust leakage, and oil slobbering. Recommend load bank testing if applicable.
    - Inspect exhaust system silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

#### 5. Cooling System (August)

- Inspect radiator/heat exchanger for leaks, damage and debris.
- Inspect louvers for proper operation. Inspect coolant for proper level and adjust as needed.
- Check coolant conditioner concentration and temperature protection.
- Inspect filler cap gasket and sealing surfaces.
- Inspect hoses and connections for tightness and deterioration. Tighten connections as needed.
- Inspect fan drive pulley and fan for loose or worn pulleys and lube fan drive bearing. Check fan for proper operation and clearance.
- Inspect fan belts for wear and deterioration. Check tension and adjust as needed.
- Inspect jacket water heater for proper operation. Inspect all electrical connections.
- Check thermostat for proper coolant temperature.
- Inspect water pump for proper operation, leaks, or unusual noises.
- Coolant and hoses will be changed during the first year of the four (4) year contract.
- Belts will be changed during the first and third year of the four (4) year contract.

#### 6. Starting System (August)

- Inspect batteries for damage or leakage.
- Clean and tighten all battery connections.
- Check electrolyte level and specific gravity.
- Inspect battery charger for proper operation, loose terminals and deteriorating wiring. Check charging amps and voltage.
- Inspect starting motor electrical connections and wiring. Check for proper operation and abnormal engagement and cranking noise.
- Inspect alternator for proper operation, loose connections and mounting hardware. Check pulleys, bearings, belts and voltage output. Clean as needed.
- Belts will be changed during the first and third year of the four (4) year contract.
- Batteries will be replaced during the first year of the four (4) year contract.

#### 7. Engine Monitors and Safety Controls (August)

- Inspect safety controls for proper operation, loose connections and wiring deterioration.
- Inspect annunciators and alarms. Inspect and test all panels and system alarms for proper operation.

#### 8. Power Generator (August)

- Remove and inspect brushes and clean slip rings. Adjust as needed.
- Inspect block heaters for proper operation.
- Inspect engine wiring harness. Tighten all connections as needed.
- Inspect generator wiring harness. Tighten all connections as needed.
- Inspect generator back end rear bearing. Clean slip rings as needed. Inspect load lead connections and tighten as needed.
- Inspect all related wiring connections.
- Inspect all wiring connections for generator controller. Check gauges for proper operation. Inspect fuses, circuit boards, and lamps.

#### 9. Control Panel (August)

- Operational check of start controls manual/automatic for proper operation.
- Operational check of voltmeter for proper readings.
- Check voltage level, voltage gain and voltage drop adjustment.
- Operational check of ammeter for proper readings. Check load and no load readings if possible.

#### 10. Operational Test / Transfer Switch (August)

- Cold start engine and check for abnormal noises, leaks, and vibrations; run minimum of thirty (30) minutes.
- Check for proper operation of all safety devices including water temperature, oil pressure, over speed, over crank.
- Check and record amps, volts, oil pressure, water temperature, fuel pressure, frequency, kilowatt output, if possible.
- Check and record time for startup signal delay, engine start, load pick-up, automatic load transfer and load re-transfer.
- Inspect transfer switch contactor for proper operation, deteriorating wiring and contacts, voltage drop, and continuity across coil clearing contacts.
- Inspect all auxiliary connections.
- Inspect wiring harness and connections.
- Inspect all printed circuit boards.
- Inspect all relays.
- Inspect exercise clock for proper operation.
- Restore system to automatic operation.

#### 11. Load Bank Testing (March)

- Test generators designated by Owner with load banks.
- Record data and note engine operating condition.
- Load Bank unit 80% to 100% over a 2 hour period.
- Reminder that Well 15 is a 750KW Detroit Diesel Generator and will require special scheduling.

#### 12. Records and Reports

- Keep records of all generator maintenance and submit reports to Owner within 60 days of service date.

### Generator Locations

Location	Capacity	Fuel	Auto Start/Transfer
310 Council Trail <b>Well 6</b>	Generac 200 KW	Natural Gas	Yes
4145 Spring Lake Dr. <b>Well 9 &amp; 17</b>	Cummins 230 KW	Diesel	Yes
401 Wright Drive <b>Well 10</b>	Kohler 100 KW	Diesel	Yes
9300 Haligus Road <b>Well 16</b>	Cummins 150 KW	Natural Gas	Yes
5664 McKenzie <b>Well 12</b>	Cummins 150 KW	Natural Gas	Yes
1212 Crystal Lake Road -- <b>Transfer Station</b>	Kohler 125 KW	Diesel	Yes
<b>Police Department</b> 1115 Crystal Lake	Kohler 54 KW	Natural Gas	Yes
<b>Police Department</b> 2 E Oak St.	Kohler 49KW	Natural Gas	Yes
<b>Village Hall</b> 600 Harvest Gate	Cummins 100 KW	Natural Gas	Yes
<b>Well 15</b> 550 Harvest Gate	Detroit Diesel 750 KW	Diesel	Yes
<b>Public Works</b> 9010 Haligus Road	Kohler 150 KW	Diesel	Yes

**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
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**APPENDIX 2**  
**REFERENCE SCHEDULE**

1. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_



**APPENDIX 4**

**VILLAGE OF LAKE IN THE HILLS  
 BID CERTIFICATION FORM**

**CONTRACTOR’S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**1. COST OF WORK:**

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Location		2012	2013	2014	2015	Total
310 Council Trail Well 6	Maintenance					
	Load Banking					
4145 Spring Lake Dr. Well 9 & 17	Maintenance					
	Load Banking					
401 Wright Drive Well 10	Maintenance					
	Load Banking					
5664 McKenzie Well 12	Maintenance					
	Load Banking					
1212 Crystal Lake Road Transfer Station	Maintenance					
	Load Banking					
9300 Haligus Road Well 16	Maintenance					
	Load Banking					
550 Harvest Gate Well 15	Maintenance					
	Load Banking					
600 Harvest Gate Village Hall	Maintenance					
	Load Banking					
1115 Crystal Lake Road Police Department	Maintenance					
	Load Banking					

Location		2012	2013	2014	2015	Total
2 East Oak Police Department	Maintenance					
	Load Banking					
9010 Haligus Road Public Works	Maintenance					
	Load Banking					
<b>TOTAL</b>						

FOR A TOTAL OF \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
 [Include breakdown of unit and total prices for items as required.]

**2. COSTS:**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 45 days after the bid due date.

The undersigned hereby also 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 other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village’s interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

**3. DELIVERY REQUIREMENTS:**

The undersigned hereby affirms and states that the prices listed as “Delivered and Installed” are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**4. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said **Inspection and Maintenance of Village Generators**, [he/she] will completely perform the contract in strict accordance with its terms and conditions.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said **Inspection and Maintenance of Village Generators**, in accordance with the following specifications and drawings (if required) as attached.

**6. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
Title

\_\_\_\_\_, being duly sworn, deposes and states that he/she is the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ and that the statement above is  
true and correct. Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(NOTARY STAMP)

\_\_\_\_\_  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# PERFORMANCE BOND

*Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.*

---

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_  
(Full name and address)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Full name and address)

as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Lake in the Hills, 600 Harvest Gate Road,

Lake in the Hills, Illinois, 60156 as Obligee, hereinafter called Owner in the amount of \_\_\_\_\_

Dollars ( \$ \_\_\_\_\_ ) for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, 20\_\_ entered into a contract with Owner for  
\_\_\_\_\_ ) in accordance with Drawings and Specifications prepared by \_\_\_\_\_ which contract is

by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by owner to be in default under the Contract, The Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion

arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

