

# REQUEST FOR PROPOSALS

FOR

Generator Set Inspection and Service Contract  
Lake Land College District Number 517  
Mattoon, Illinois 61938

PROJECT NO. 2014-014

Proposals Due; August 28, 2014



Community College District Number 517  
Mattoon, Illinois

SECTION 000101

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
001113	Request for Proposals
002113	Instructions to Prospective Vendors
004146	Proposal Form
007300	Supplementary Conditions
013313	Bonds & Certificates
014523	Generator Set Inspection and Service Contract

END OF SECTION

SECTION 001113

REQUEST FOR PROPOSALS

Proposals Due: August 28, 2014  
LAKE LAND COLLEGE DISTRICT #517  
MATTOON, ILLINOIS  
Project No. 2014-014

The Lake Land College District Number 517 Board of Trustees will receive proposals for a Generator Set Inspection and Service Contract.

Proposals will be on a stipulated sum basis; segregated Proposals will not be permitted. Proposals will be received until 2:00 PM Central Time on Thursday, August 28, 2014 in the office of the Director of Facilities Planning in Neal Hall on the campus of Lake Land College, 5001 Lake Land Boulevard, Mattoon, IL. Proposals received after this time will not be accepted. Obtain Request for Proposal (RFP) documents/requirements at the office of the Director of Facilities Planning or phone (217) 234-5431.

The Board of Trustees reserves the right to waive irregularities and reject all Proposals or parts of Proposals.

Successful Prospective Vendors shall have the sole responsibility of complying with all aspects of existing Prevailing Wage Policies.

Mike Sullivan  
Chairperson - Lake Land College Board of Trustees

## SECTION 002113

### INSTRUCTIONS TO PROSPECTIVE VENDORS

#### PART 1 GENERAL

##### 1.01 DEFINITIONS

- A. Lake Land College Board of Trustees will be hereafter referred to in this Specification as "Owners" and all correspondence shall be addressed to: Mike Kasdorf, Director of Facilities Planning, Lake Land College, 5001 Lake Land Blvd., Mattoon, IL 61938.
- B. A Prospective Vendor is a person or entity who submits a Proposal to the Owner.
- C. Where the term "Vendor" is used, it refers to anyone having a Principal Contract with the Owner.
- D. Where the term "Subcontractor" is used, it refers to anyone having a Contract for labor or material with any of the Principal or Prime Vendor on the job.
- E. Proposal Documents include the Advertisement for Request for Proposals, Instructions to Prospective Vendors, Request for Proposal (RFP) Forms and supplements, and Addenda.
- F. Contract Documents include any Contract forms, the RFP, Specifications, Drawings, Addenda, and modifications.
- G. An Agreement is a written agreement between the Owner and a Vendor setting forth the obligations of the parties thereunder, including but not limited to the provision of the specified goods and materials, the basis of payment and the contract time.
- H. A Proposal is a complete and properly signed offer to provide the goods and services for the sums stipulated therein, submitted in accordance with the RFP Documents.
- I. The Base Price is the sum stated in the Proposal for which the Prospective Vendor offers to provide the goods and services described in the RFP Documents as the base, to which items may be added or from which items may be deleted for sums stated in Alternate Proposals.
- J. An Alternate Proposal is an amount stated in the Proposal to be added to or deducted from the amount of the Base Price if the corresponding changes in the items, as described in the RFP Documents, are executed.
- K. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for goods or services as described in the RFP Documents or in the proposed Contract Documents.

## SECTION 002113

### 1.02 DOCUMENTS

- A. Copies of the RFP Documents may be obtained at the Office of the Director of Facilities Planning, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, (217) 234-5431.

### 1.03 EXAMINATION OF DOCUMENTS

- A. Prospective Vendor shall examine all documents. Failure to do so will not relieve a successful Vendor of his obligation to provide all labor and materials necessary to carry out the provision of his contract for the sum stated thereon.
- B. Each Prospective Vendor, by submitting his proposal represents that he has read and understands the RFP documents.

### 1.04 EXAMINATION OF PREMISES

- A. Before submitting proposals for this work, each Prospective Vendor will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this contract.
- B. No allowance will be made subsequently in this connection in behalf of the Vendor for any error or negligence on his part. The Prospective Vendor agrees to accept the existing conditions as found at the time of signing of contract.

### 1.05 VISITING THE SITE

- A. Each Prospective Vendor is required to visit the site and examine it as stipulated above. Contact Lake Land College Facilities Planning, Mike Kasdorf, Director of Facilities Planning, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, 217.234.5431, mkasdorf@lakeland.cc.il.us; to make arrangements to make this visit.

### 1.06 AREAS, QUANTITIES AND MEASUREMENTS

- A. The Successful Vendor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this contract. No extra charge or compensation shall be allowed the Vendor for any error or negligence on his part. The Vendor shall visit the job site and acquaint himself with all conditions concerning this work.

### 1.07 INTERPRETATIONS DURING RFP PROCESS

- A. If any Prospective Vendor is in doubt as to the meaning of any part of the RFP Documents, they may submit a written request to: Mike Kasdorf, Director of Facilities Planning, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, 217.234.5431, mkasdorf@lakeland.cc.il.us; for an interpretation of that part.

## SECTION 002113

- B. Written requests for interpretations or clarifications must be made no later than five (5) working days prior to the Proposal Due Date specified in the Advertisement for Request for Proposals.
- C. Any interpretation or change will be made only by Addenda numbered, dated, and issued by the Owner to each Prospective Vendor on record as having received a set of RFP Documents and will be available for inspection wherever the RFP Documents are kept available for that purpose. Lake Land College will not be responsible for any other explanations or interpretations of the RFP Documents.

### 1.08 SUBSTITUTION OF PRODUCTS

- A. Manufacturer's trade names are used in specifications for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.
- B. All sizes of equipment must be as specified, and all pieces of equipment must include or have those features which are set forth in the specifications.
- C. No substitution will be considered unless a written request has been submitted with their Proposal.
- D. Prospective Vendors proposing substitutions in writing must submit detailed specifications with catalog cuts or manufacturer's literature, pictorially portraying that on which they are Proposing for comparison to specified items by the Owner.
- E. Any additional explanation or statement which the Prospective Vendor wishes to make must be placed in the same envelope and attached to the proposal. Unless the Prospective Vendor so indicates, it is understood that the Prospective Vendor has Prepared his Proposal in strict accordance with the specifications and drawings and has made no substitutions, modifications or additional stipulations.
- F. Proposals shall not contain any recapitulation of the work to be done and no oral, telephone, facsimile or email proposals or modifications will be considered.

### 1.09 QUALIFICATION OF PROSPECTIVE VENDORS

- A. Prospective Vendors may be disqualified and their Proposals not considered for any of the following specific reasons:
  - 1. Reason to believe collusion exists among Prospective Vendors.
  - 2. The Prospective Vendor being interested in any litigation against the Owner.

## SECTION 002113

3. The Prospective Vendor being in arrears on any existing contract or having defaulted on a previous contract.
  4. Lack of competency as revealed by the financial statement, experience, and equipment, questionnaires, or qualification statement.
  5. Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
- B. If requested, a Prospective Vendor shall submit to the Owner a confidential Financial Statement in a sealed envelope.

### 1.10 PREPARATION OF PROPOSAL:

- A. All Proposals must be submitted on the Proposal form contained herein. Oral, telephone, facsimile, electronic mail, or telegraph Proposals will not be accepted.
- B. The Prospective Vendor shall base the Proposal on materials complying with the RFP Documents, and shall list all information where the RFP form requires.
- C. The blank spaces in the Proposal form shall be filled in correctly with ink or typewritten. A Proposal form containing an alteration or erasure of any price contained in the Proposal which is used in determining the lowest responsible price shall be rejected unless the alteration or erasure is corrected as herein provided:
  1. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alteration or erasure.
  2. The person signing the Proposal must initial the correction in ink.
  3. In the event that any price used in determining the lowest responsible price is expressed by the Prospective Vendor in both written and numerical form, the written representation shall govern in all cases.
- D. If the RFP form includes alternates, each Prospective Vendor shall price each alternate. Failure to comply may be cause for rejection.
- E. If an individual submits a Proposal, he or his duly authorized agent must sign his name. If a firm, association or partnership submits the Proposal, the name, address and title of each member must be given, and an official or duly authorized agent must sign the Proposal. Powers of attorney authorizing agents or others to sign Proposals must be properly certified and must be in writing and submitted with the Proposal.
- F. Proposals from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the Proposal the power of attorney, evidencing the authority to

## SECTION 002113

sign the Proposal. If the Proposal is signed by any other legal entity, the authority of the person signing shall be attached to the Proposal.

### 1.11 EXEMPTION FROM SALES TAX ON MATERIALS

- A. The Owner is exempted by Section Three of the Illinois Use Tax Act (Sec 3, House Bill 1610 approved July 31, 1961. IL. Rev. Stat. 1961, Chap. 120 Sec 439.3) from paying any of the taxes imposed by that act and sales to the Owner are exempt by Section Two of the Illinois Retailer's Occupation Tax Act (Section 2, House Bill 1609, Approved July 31, 1961 IL. Rev. Stat. 1961, Chap. 120 Sec. 441) from any of the taxes imposed by that Act.

### 1.12 IDENTIFICATION AND SUBMITTAL OF PROPOSAL

- A. Each Proposal and all papers bound and attached to it shall be placed in an envelope and securely sealed therein. The envelope shall be plainly marked with the following:
  - 1. The word "Proposal"
  - 2. Name and address of the Prospective Vendor.
- B. The envelope of the Proposal shall be addressed to:

Lake Land College  
Genset Inspection and Service, Project # 2014-014  
C/O Mike Kasdorf  
5001 Lake Land Boulevard  
Mattoon, Illinois, 61938
- C. Proposals shall be delivered before the time set for the opening of the Proposals. Proposals arriving by mail or otherwise after the time designated for the opening of Proposals will be returned unopened. Oral, telephone, facsimile, electronic mail, or telegraph Proposals shall not be accepted.

### 1.13 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. A Proposal may not be modified after submittal. Prospective Vendors may withdraw a Proposal at any time before opening. A Withdrawal of a Proposal must be made in writing or in person by a Prospective Vendor or his duly authorized agent. If a firm, association or partnership wishes to withdraw a Proposal, an official or duly authorized agent must sign the written request or appear in person.
- B. Once withdrawn, the Prospective Vendor must submit a new Proposal prior to the opening in order to be considered.



## SECTION 002113

- C. No Proposal may be withdrawn or modified after the Proposal opening except where the award of the Contract has been delayed beyond 60 days after date of opening.

### 1.14 OPENING OF PROPOSALS

- A. The Proposals submitted will be opened at the time of the Owner's choosing and thereafter shall remain on file with the Owner.
- B. After Proposals are opened, the Proposals will be reviewed for comparison on the basis of the prices and compliance with RFP requirements.
- C. The Owner reserves the right to withhold the award of the Contract for a period of 60 days from the date of the opening of Proposals and no award will be made until the Owner is satisfied as to the responsibilities of the Prospective Vendors.
- D. Until final award of the Contract, the Owner reserves the right to reject any or all Proposals or proceed to do the work otherwise in the best interest of the Owner.

### 1.15 EVALUATION AND CONSIDERATION OF PROPOSALS

- A. The Owner reserves the right to reject all Proposals or parts of Proposals, and to waive informalities therein.
- B. For the purpose of determining the successful Vendor in the consideration of all Proposals submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the Proposal form.

### 1.16 DISQUALIFICATION OF PROSPECTIVE VENDORS

- A. Proposals will not be considered if they show any omissions, additions, alterations of form, conditions not requested unauthorized alternate Proposals or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.
- B. The Prospective Vendor acknowledges the right of the Owner to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Prospective Vendor recognizes the right of the Owner to reject a Proposal if the Prospective Vendor fails to submit the data required by the RFP Documents.

### 1.17 APPLICABLE LAWS

- A. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## SECTION 002113

- B. Prospective Vendor's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

### 1.18 EXECUTION OF THE AGREEMENT

- A. The successful Vendor, if awarded the Project, shall sign the necessary Agreements with the Owner and furnish Payment and Performance Bonds and Certificates of Insurance, if required elsewhere in this document, but no such Agreement shall be in force and effect until it is executed by all parties, and the Payment and Performance Bonds and Certificates of Insurance have been approved.
- B. Failure to execute and return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

### 1.19 RECORDS:

- A. The Vendor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the Contract shall be available for review and audit, and the Vendor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

END OF SECTION

SECTION 004146

PROPOSAL FORM

PROJECT

IDENTIFICATION: Generator Set Inspection and Service Contract, Project # 2014-014

RESPOND TO: Board of Trustees
Lake Land College District Number #517
C/O Michael Kasdorf
Director of Facilities Planning
5001 Lake Land Boulevard
Mattoon, Illinois, 61938

The undersigned Prospective Vendor agrees, if this Proposal is accepted, to enter into an Agreement with the Owner, in the form included in the Proposal Documents, to perform and furnish all materials, labor and equipment as specified or indicated in the Proposal Documents for the Proposed Price and within the Times indicated in this Proposal and in accordance with the terms and conditions of the Request for Proposal (RFP) Documents.

In submitting this Proposal, the Prospective Vendor represents that:

- A. This Proposal will remain subject to acceptance for 60 days after the day of receipt of the Proposal.
B. The Owner has the right to reject this Proposal.
C. Prospective Vendor will sign and submit the Agreement with the Bonds and other documents as required by the RFP requirements within 15 days after the Owner's Notice of Award.
D. Prospective Vendor has copies of all the RFP Documents.
E. Prospective Vendor is familiar with federal, state and local laws and regulations.
F. Prospective Vendor has correlated the information known to Prospective Vendor with the RFP Documents.
G. This Proposal is genuine and not made in the interest of or on the behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited another Prospective Vendor to submit a false or sham Proposal; Prospective Vendor has not solicited or induced a person, firm or corporation to refrain from submitting a Proposal; and Prospective Vendor has not sought by collusion to obtain for itself an advantage over another Prospective Vendor or over the Owner.
H. Prospective Vendor has received the following addenda receipt of which is hereby acknowledged.

Date Number
\_\_\_\_\_
\_\_\_\_\_

Prospective Vendor will provide all materials, labor and equipment as specified in accordance with the Contract Documents for the following price(s):

STIPULATED-SUM PRICE

(Base Price - Genset Inspection and Service) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_
(use words) (figures)
(Extension #1 - Add twelve months to Contract) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_
(use words) (figures)
(Extension #2 - Add twelve months to Contract) \_\_\_\_\_ Dollars (\$) \_\_\_\_\_
(use words) (figures)

SUBMITTED on \_\_\_\_\_, 2014

Company \_\_\_\_\_, (Seal)

Address \_\_\_\_\_

Signed \_\_\_\_\_

(Printed Name)

Phone \_\_\_\_\_

END OF SECTION

## SECTION 007300

### SUPPLEMENTARY CONDITIONS

#### PART 1 GENERAL

##### 1.01 REQUIREMENTS

- A. All Vendors shall comply with all laws, rules and regulations governing the work under this Contract.
- B. Should the Vendor observe anything in the contract documents that is contrary to any code requirement, he shall notify the Owner immediately in writing. The Owner shall issue all changes required to correct the variance, and be responsible for code interpretations.

##### 1.02 OCCUPATIONAL SAFETY AND HEALTH

- A. It shall be each Vendor's responsibility to comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970 and all applicable changes, revisions, and amendments.

##### 1.03 FAIR EMPLOYMENT PRACTICES

- A. All Vendors agree that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will 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 the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961 and all applicable changes, revisions, and amendments, be committed by the said Vendor.

##### 1.04 PREVAILING WAGE POLICY

- A. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
- B. All Vendors and Subcontractors shall comply with the following and any later amendments thereto:
- C. "Illinois Statutes, as amended by Act approved August 8, 1961, (SB No. 250) (Rev. State Chap. 48, Sec. 39S-1 et.seq.) declared to be the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workmen and mechanics employed

## SECTION 007300

by or on behalf of any and all public bodies engaged in public works, exclusive of maintenance work."

- D. Vendors shall have the responsibility of complying with all aspects of the Prevailing Wage Policy.

### 1.05 SOCIAL SECURITY, UNEMPLOYMENT INSURANCE

- A. The Vendors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.

### 1.06 PROTECTION OF GENERAL PUBLIC

- A. All Vendors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.
- B. The Vendor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

### 1.07 GUARANTEE & WARRANTIES

- A. All Prime Vendors shall guarantee their work and the work of their Subcontractors for a period of one year from the date of acceptance of their work, unless stipulated for a longer period of time under specific sections of the specifications.
- B. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Owner before final payment can be approved.

### 1.08 MATERIAL AND WORKMANSHIP

- A. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, do not conform with these specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner

### 1.09 CLEANING OF GROUNDS AND BUILDINGS

- A. At the completion of the project and before final acceptance by the Owner, the area shall be cleared of all rubbish, materials, and debris which accumulate during the process of work under this Contract. The construction area shall be left broom clean. Remove all spills and splatters from the building surfaces.

## SECTION 007300

### 1.10 SUBCONTRACTORS

- A. The Principal Vendors shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- C. The Owner assumes no responsibility for the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Principal Vendors.

### 1.11 PATCHING

- A. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Vendor for that trade.

### 1.12 OTHER WORK NOT IN CONTRACT

- A. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

### 1.13 EXTRAS AND CHANGES

- A. Should any extra work or changes be required during the work, the Owner and Vendor shall agree upon the price for such extra work or changes and the Owner shall issue a change order to the Vendor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
- B. No payment shall be made for extra work or materials unless a formal written change order is issued by the Owner.

### 1.14 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Vendor of responsibility for faulty materials or workmanship discovered to be not as specified or shown on the Drawings.
- B. The Vendor shall remedy any defects due thereto, and pay for, any damages to other work resulting therefrom, which shall appear within a period of one year from the date of acceptance.
- C. The Owner shall give notice of observed defects with reasonable promptness. The Owner shall judge the defects as to maintenance, workmanship, or material defects.

## SECTION 007300

- D. All questions arising under this article shall be decided by the Owner subject to arbitration.

### 1.15 LOCAL LABOR

- A. It is the desire of the Owner that the Vendors make use of all local labor, material, insurance, etc., if possible, as long as it does not work a hardship on the Vendors.

### 1.16 THEFT, ETC.

- A. The Vendors shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract do not relieve Vendors of this obligation. Vendors may carry Theft Insurance at their own option.

### 1.17 ROYALTIES AND PATENT INFRINGEMENT

- A. The Vendor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

END OF SECTION

## SECTION 013313

### BONDS & CERTIFICATES

#### PART 1 GENERAL

##### 1.01 BID DEPOSIT AND CONTRACT SECURITY

A. No bid security will be required for this project.

##### 1.02 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. No performance bond or labor and material payment bond will be required for this project.

##### 1.03 FAILURE TO FURNISH PERFORMANCE BOND

A. No performance bond will be required for this project.

##### 1.04 COMPENSATION AND PUBLIC LIABILITY INSURANCE

A. Vendors shall carry sufficient insurance on their workmen to absolutely protect the Owner from any liability or damage resulting to the workmen as provided under the "Workmen's Compensation Act", and "Structural Works Act".

B. The Vendors and all Subcontractors performing services on said site shall take out and furnish to the Owner, and maintain during the life of this Agreement, complete Owner's Protective Liability Insurance in the amounts as specified herein for bodily injury, property damage, liability, or damage resulting to the Workmen as provided under the Workmen's Compensation and Structural Works Act of the State of Illinois as shall protect the Owner, Vendor and any Subcontractor performing work covered by this Agreement from claims for damages of personal injury including accidental death, as well as, from claims for property damage which may arise from operations under this Agreement, whether such operations be by the Vendors or by any Subcontractors or by anyone, directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

1. Comprehensive Automobile Liability:

- a) \$1,000,000 Bodily Injury per person.
- b) \$1,000,000 Bodily Injury per occurrence.
- c) \$ 500,000 Property Damage per occurrence.
- d) \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

2. Workman's Compensation: Statutory Limits



## SECTION 013313

- a) Employer's Liability: \$500,000 Bodily Injury per person.
- b) The Vendor may use a Self-Insured plan for Workman's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Vendor shall obtain a Certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

### 3. Comprehensive general Liability:

- a) \$1,000,000 Bodily Injury per person.
- b) \$2,000,000 Product and Completed Operations Aggregate
- c) \$1,000,000 Bodily Injury aggregate limit.
- d) \$1,000,000 Property Damage per occurrence.
- e) \$2,000,000 Property Damage aggregate limit.
- f) \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

### 4. Umbrella

- a) \$1,000,000 Umbrella

- B. The above Comprehensive General Liability Insurance shall be specifically endorsed to cover the terms of Liability Insurance for the Owner as set forth hereinafter.
- C. The Vendor shall cause Certificates of Insurance to be deposited with the Owner.

## 1.02 LIABILITY INSURANCE FOR OWNER

- A. The Vendor shall purchase and maintain public liability insurance naming the Owner and his agents and employees as insured with respect to any claim that may be made against the Owner or his agents and employees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense shall be covered by such insurance only if (a) it is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not the claimant contends that the Owner or his agents or employees are in part negligent or otherwise legally culpable with regard to the loss.

## SECTION 013313

- B. Such insurance shall provide a defense for the Owner and his agents and employers, including the cost of defense counsel and other expenses of litigation.
- C. Vendors shall carry the insurance of their Subcontractors or shall require their Subcontractors to carry their own insurance in the amounts stated above.
- D. This insurance shall cover all Agreements and any extra work connected with the construction of this Project.
- E. Vendors shall instruct their Insurance Companies to supply the Owner with Certificates of Insurance showing that such insurance is kept in force until completion of the Agreement. These Certificates of Insurance shall be provided before Vendors start any work under this Agreement.

### 1.03 BUILDERS RISK INSURANCE (Owner)

- A. Immediately after the signing of construction contracts or at such time as construction materials become situated upon the construction site or sites, the Owner will effect and maintain upon the entire structure on which work of this Contract is to be done, and upon all materials, on or adjacent thereto, intended for use thereon, to 100 percent of the insurable value thereof, an All-Risk Coverage Insurance Policy.
- B. This insurance will not cover Vendor's equipment, tools, or storage sheds and temporary buildings.
- C. Any loss is to be made adjustable with and payable to, the Owner, Vendors, Subcontractors, and Material Dealers as their interests may appear at the time of loss.
- D. The Owner, Vendor, and all Subcontractors waive all rights of action, each against the others, for damages caused by fire or other perils covered by insurance provided for under the terms of this Contract, except such rights as they may have to the proceeds of insurance held by the Owner as trustee.

END OF SECTION

SECTION 014523

GENERATOR SET INSPECTION AND SERVICE CONTRACT

PART 1 GENERAL

1.01 SCOPE

- A. Lake Land College, (Owner) seeks proposals from qualified vendors for a twelve month service agreement with 2 – twelve month extension options at the sole discretion of the Owner, to inspect, maintain and repair engines and generators.
- B. Generators and engines under this contract:
- |                  |           |
|------------------|-----------|
| Engine Model:    | Serial #: |
| CAT 3512         | EBG00519  |
| Generator Model: | Serial #: |
| SR4B-GD G6J00453 | SBG00572  |
| Engine Model:    | Serial #: |
| CAT 3512         | 024Z09743 |
| Generator Model: | Serial #: |
| SR4B             | 2FN01299  |
| Engine Model:    | Serial #: |
| CAT 3512         | 024Z04128 |
| Generator Model: | Serial #: |
| SR4B             | 6PA01621  |
- C. The purpose of these specifications is to establish minimum requirements and standards for a Generator Set Inspection and Service Contract.
- D. Provide a proposal for comprehensive inspections and service tasks as recommended by Caterpillar Inc.
- E. Proposals shall be for inspection and service complete, including but not limited to labor, transportation, tools, equipment and supplies, and there shall be no hidden costs.**
- F. Provide documentation in sufficient detail for Owner to compare proposal to system proposals by other Prospective Vendors.
- G. If a Prospective Vendor is unable to comply with any of the following specifications, the Prospective Vendor shall submit in writing the reason for noncompliance. Noncompliance with any specification is grounds for rejection of the entire Proposal. The Owner reserves the right to reject any Proposal which does not meet these specifications.

## SECTION 014523

- H. Service schedules and times shall be coordinated with the Director of the Physical plant or his designated representative.
- I. Provide annual on-site training for college personnel (operator) to ensure a reasonable level of proficiency with all daily or weekly inspection or service requirements.
  - 1. All operator materials, software, manuals, guides or other supplied materials or information shall be presented in a neat, orderly, and professional manner using binders, folders or other devices as necessary.

### 1.02 SUBMITTAL REQUIREMENTS

- A. To be considered responsive, the proposal shall be limited to fifteen (15) pages in length and include the following:
  - 1. Typed on letter-sized paper (8-1/2" x 11"), and submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.
  - 2. Provide a brief description of your company, including all business names, number of employees, years incorporated, business locations, client base, and areas of expertise. Provide the name, title, telephone number, and email address of the individual designated as your company's authorized representative.
  - 3. A description of similar projects completed by your company within the past FIVE (5) years. Include information that indicates experience and qualifications in performing the requested RFP services in an environment similar in scale and complexity.
  - 4. Provide the name, title and contact information of the individual who will act as your Project Manager and a detailed resume for this individual indicating the appropriate project management experience and expertise in this type of work.
  - 5. Provide the names and resumes of the individuals who will be proposed to perform the specified work under this RFP. If other staff will be assigned to the project, identify these individuals, describe the function they will perform, and provide brief resumes for each one. Resumes won't count towards the 15 page limit.
  - 6. Provide three (3) customer references for work that your company has performed that is equivalent to that requested in this RFP. Include the vendor name, contact person and contact information and a description of the work performed.

## SECTION 014523

7. A general description of the techniques, approaches and methods to be used in providing the RFP services and deliver feedback to the Utility.
8. Provide One (1) copy of each manufacturer's manual from which each inspection and maintenance schedule was derived.
9. Provide a description of your company's philosophy and approach with regard to maintaining the security, privacy, and confidentiality of customer data and other information that you may have access to during interviews, meetings, assessments and planning sessions.
10. In submitting a proposal, a Prospective Vendor acknowledges acceptance of the Owner's Terms and Conditions. See Proposal form for a summary of these Terms and Conditions.

### 1.03 VENDOR REQUIREMENTS

- A. Vendor shall provide to the designated contact person a written record of findings for each inspection performed for all levels. Report shall include any corrective action taken and/or needed and recommendations for replacement of major components. Replacement of major components shall not be executed without written authorization from the designated Owner's representative or authorized agent under this contract.
- B. Vendor shall protect all equipment, property and premises under his care and shall be responsible for any damage caused by its employees or sub-Vendors to Owner's property or any adjacent property, buildings, etc. while performing contract related tasks. Should any damage to Owner's property by the Vendor or its sub-contractors, the Vendor shall immediately report it to the designated Owner's representative and make immediate repair or replacement to the satisfaction of the Owner's representative, at no cost to Owner. However, Owner may elect to make repairs or replacement of damage property and deduct cost from monies due or to become due the Vendor.
- C. Vendor shall be solely responsible for posting proper warning signs and/or barriers when and wherever necessary. Vendor shall notify the designated representative of any scheduled work and of any changes in scheduling.

### 1.04 SAFETY

- A. Ensure that all safety information, warnings and instructions are read and understood before any operation or any maintenance procedures are performed.
- B. The Vendor shall fully comply with all applicable OSHA, NFPA, State and Local rules and regulations while performing the work.

## SECTION 014523

- C. Vendor shall be solely responsible for assuring the safety of his employees and the general public during performance of all services under this contract.

### 1.05 QUALITY ASSURANCE

- A. Vendor shall be able to demonstrate prior to award of any contract that it has a facility with sufficient personnel (to include certified and trained technicians for all work in this specification), tools, equipment, spare parts and consumables to perform the work specified in this contract.
- B. Vendor shall only use technicians trained and qualified to perform the specified work on the units listed, in compliance with factory written procedures.
- C. The term “certified and trained technicians” shall be understood as that work than when performed on an engine or generator under manufacturer’s warranty, shall not void this warranty.
- D. The Vendor shall maintain a master set of maintenance records for the units listed in this contract and shall be solely responsible for maintaining the records current and up to date. Upon termination of this contract, the Vendor shall turn over to the Owner this master set of records.
- E. To each invoice that the Vendor submits for work under this contract, the Vendor shall attach copies of all work performed and listed in the invoice. Failure to do this will cause the invoice to be rejected.
- F. In the event that a new unit is still under a manufacturer’s warranty, the Vendor shall abide by the manufacturer’s warranty specifications to ensure continuance of warranty. (i.e. service, parts, accessories, consumables, etc. must be in compliance with manufacturer’s warranty requirements)
- G. Vendor shall be solely responsible for the safe disposal of all waste fluids and spent consumables.
- H. Upon request from an authorized Owner’s representative, the Vendor shall provide documentation certifying the proper waste disposal in compliance with applicable state and federal regulations.

### PART 2 PRODUCTS

- 2.01 Parts, lubricants and chemicals associated with maintenance of the engine or emergency generator must meet manufacturer’s specifications where applicable. All replacement parts shall be of the same or higher quality than OEM parts and materials.
- 2.02 All spare parts required by a service level shall be stored in the Vendor’s most local shop or warehouse prior to the scheduled day of service.

## SECTION 014523

- 2.03 The Vendor shall have the ability to promptly order replacement parts to repair a downed engine or generator. This can be accomplished by either storing the most common parts or being able to obtain them from a local distributor. This includes, but is not limited to, batteries, battery charger of most common sizes, fuel pumps, block heaters, dresser couplings, etc.

### PART 3 EXECUTION

#### 3.01 INSPECTION AND SERVICE

- A. **Provide Inspection and Service for each of the Owners Three (3) Generator Sets listed above according to the manufacturer's current requirements. I.e. Caterpillar publication SEBU7147-05, Maintenance Intervals (Operation and Maintenance Manual Excerpt) Operation and Maintenance Manual for 3508, 3512 and 3516 Generator Sets. (Utilize appropriate manual for each device listed in Section 1.01 above.)**
- B. Before each consecutive interval is performed, all maintenance from the previous intervals must be performed.
- C. Choose the interval that occurs first in order to determine the correct maintenance interval: fuel consumption, service hours, and calendar time. Gensets that operate in severe operating conditions may require more frequent maintenance.
- D. At a minimum Vendor shall inspect for acceptable condition and proper operation of all steel and rubber hoses, battery charger, battery cables, dresser couplings and other components not specifically listed herein. Visual inspection and reporting of overall condition of unit shall also include, but not be limited to, detection of foreign objects, loose or broken fittings, guards, and components. Vendor shall contact the Owner's designated representative with a list of components that are recommended to be replaced, and the reasons for replacement. If the Owner's representative agrees, the replacement cost will be paid for by means separate from this contract (Don't include cost of these replacement parts in this contract).

#### 3.02 MAJOR REPAIRS

- A. A major repair is regarded as work not covered by the Manufacturer's recommended service levels and may include repair or replacement of existing equipment. A major repair request may be initiated by the Owner's designated representative, or recommended by the Vendor as a result of the findings from required inspection.
- B. When the Owner's Representative makes a major repair request, the Vendor shall prepare and submit a proposal for the work required, including a breakdown of labor hours, parts, third party services (if required) and miscellaneous services. The proposed work shall be in compliance with

## SECTION 014523

manufacturer's written recommendations, including spare parts, technical specifications and required labor qualifications. The labor hourly rates shall be in compliance with all aspects of prevailing wage requirements.

### 3.03 NON-SCHEDULED CALLS

- A. **Emergency Calls.** Whenever requested by the Owner's designated representative or designated agent, the Vendor shall provide emergency service to repair a malfunctioning engine or generator to operational status. This emergency service shall be available 24 hours a day, 7 days a week from a local facility. The Vendor is required to respond to the emergency call within 1-2 hours of first notification by the Owner. Response is understood to mean that Vendor will be at the requested location within the specified time with tools and trained personnel needed to start repair of downed engine or generator. Vendor shall perform complete repair or temporary repair if major parts are unavailable at the time of call.
  
- B. **Non-Emergency Calls.** Vendor shall respond to any non-scheduled, non-emergency call made by the Owner's designated representative within 24 hours of first notification. Acceptable response for non-emergency calls can be in the form of scheduling a date for troubleshooting and repair of malfunctioning generator. Actual repair of generator shall be no later than one week from time of first call.

END OF SECTION