



## REQUEST FOR PROPOSALS

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| <b>Requesting:</b>              | Proposals(s) For Replacement of Variable Frequency Bypass Drives |
| <b>Issue Date:</b>              | June 30, 2023  |
| <b>Pre-Bid Meeting</b>          | July 13, 2023, 9:00 AM   |
| <b>Last Date for Questions:</b> | July 18, 2023, 9:00 AM   |
| <b>Addendum Posted:</b>         | July 21, 2023, 12:00 PM  |
| <b>Proposals Due:</b>           | July 25, 2023, 10:00 AM  |
| <b>Submission link:</b>         | <a href="http://www.demandstar.com">www.demandstar.com</a>       |
| <b>Note:</b>                    | Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply      |

**Contact for this proposal:**

Christina Burns, Deputy Village Administrator, in writing at [cburns@oswegoil.org](mailto:cburns@oswegoil.org)

All questions concerning this solicitation shall be submitted via e-mail to [cburns@oswegoil.org](mailto:cburns@oswegoil.org) before the date stated above. A written response in the form of a public addendum will be published on the Village of Oswego and DemandStar websites by the said date above.

Contact with anyone other than the proposal contact listed above for matters relative to this solicitation during the solicitation process is prohibited.

## TABLE OF CONTENTS

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| LEGAL NOTICE.....                   | <b>Error! Bookmark not defined.</b> |
| PROJECT SPECIFICATIONS.....         | 4                                   |
| GENERAL CONDITIONS .....            | 5                                   |
| CONTRACT .....                      | 11                                  |
| COST SHEET.....                     | 20                                  |
| DETAIL EXCEPTION SHEET .....        | 20                                  |
| EQUIPMENT LIST.....                 | 22                                  |
| SUBCONTRACTOR LISTING .....         | 23                                  |
| REFERENCES .....                    | 24                                  |
| CONTRACTOR PROPOSAL AGREEMENT ..... | 25                                  |

**REQUEST FOR PROPOSAL FOR REPLACEMENT  
OF VARIABLE FREQUENCY BYPASS DRIVES**

The Village of Oswego will be accepting proposals from vendors for replacement of variable frequency bypass drives until July 25, 2023, at 10:00 AM local time.

Project Title: Request for Proposals for Variable Frequency Bypass Drives  
Proposal No. 23-6060-002

Proposals must be submitted electronically. All necessary documents are available through the Village's bid portal [www.demandstar.com](http://www.demandstar.com). Downloading documents and submitting proposals requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Instructions for DemandStar can be found on the Village's website [www.oswegoil.org](http://www.oswegoil.org). Hard copy emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to [cburns@oswegoil.org](mailto:cburns@oswegoil.org). All answers will be provided within 24 hours regarding technical issues within DemandStar.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to [cburns@oswegoil.org](mailto:cburns@oswegoil.org) until July 18, 2023, at 9:00 AM local time. Responses will be posted in DemandStar by July 21, 2023, at 12:00 PM local time.

## **PROJECT SPECIFICATIONS**

### **1. Introduction**

The Village of Oswego is seeking contractors to replace eight (8) variable frequency bypass drives (VFDs).

The Village is requesting pricing for:

- Demo, removal, and offsite disposal of the eight (8) existing VFDs. Work to include the disconnection of the electrical and control wiring.
- Modify or replace support system if required, to receive the new equipment.
- Supply and install eight (8) new VFD bypass drives to meet the specifications listed in Exhibit A. Approved Manufactures: ABB, Danfoss, Johnson Controls/York, or Yaskawa.
- Work is to include additional conduit and wiring if required, and reconnection of electrical and control wiring.
- Factory startup of the VFDs.
- All work is required to be completed in the same work week.
- The Village will schedule their BAS control company to be onsite towards the end of contractor installation, to ensure all controls are working properly.

### **2. Work Location**

The VFDs are located at Oswego Village Hall, 100 Parkers Mill, Oswego, IL 60543.

### **3. Contractor Qualifications**

- Contractor must be in good standing with the Village of Oswego, the Illinois Department of Labor, and the Illinois Office of Business Development.
- Work shall be performed by a Contractor with at least five (5) years of documented experience of commercial maintenance.
- Contractor and all mechanics must be licensed with the State of Illinois.

### **4. Required Work Hours**

All work shall be performed during normal business hours (Monday through Friday 7:00 AM – 3:00 PM). The contractor is responsible for scheduling appointments in advance, with the Facilities Manager before arriving at the locations.

## **GENERAL CONDITIONS**

These General Conditions apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The Village assumes that submission of a proposal means that the Contractor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

### **1. Submittal of Proposal**

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted electronically. Downloading the required documents and submitting proposals requires registration with “DemandStar,” the Village’s service provider. If you are not already a member, the Contractor can obtain a free agency subscription to the Village of Oswego account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Hard copy emailed or faxed proposals will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their proposals 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to [cburns@oswegoil.org](mailto:cburns@oswegoil.org). All answers will be provided within 24 hours regarding technical issues within DemandStar.

All proposals must include the following documents:

- A) Signed Contract
- B) Proposal Cost Sheet
- C) Detail Exception Sheet
- D) Equipment List
- E) Subcontractor Listing
- F) References

### **2. Examination of Forms, Specifications, and Site**

The contractor shall carefully examine the proposal forms which may include the invitation to proposal, instruction to contractors, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The contractor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The contractor will examine the site and the premises and satisfy themselves as to the existing conditions under which the contractor will be obligated to operate. Failure of the contractor to notify the Village, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the contractor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the contractor

will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the Village shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

### **3. Work Schedule**

The Contractor shall complete the work required per the schedule listed. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued.

Work will not be permitted on Sunday or the following legal holidays:

|                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King's Birthday | Veteran's Day          |
| President's Day               | Thanksgiving Day       |
| Memorial Day                  | Day after Thanksgiving |
| Independence Day              | Christmas Eve          |
| Christmas Day                 |                        |

Work will be completed November 17, 2023

### **4. Equipment**

All Equipment required to perform the contract is the sole responsibility of the contractor and should be included in the proposal. Mobilization will not be paid for separately but shall be included in the cost of other items.

### **5. Delivery of Materials**

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

## **6. Injury to Property**

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

## **7. Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

## **8. Additional Information Request**

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Deputy Village Administrator Christina Burns at [cburns@oswegoil.org](mailto:cburns@oswegoil.org). Answers will be provided in writing to all potential Contractors; no oral comments will be made to any Contractor as to the meaning of the Proposal and Specifications or other contract documents. Contractors will not be relieved of obligations due to failure to examine or receive documents, visit the site, or become familiar with conditions or facts of which the Contractor should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other contract documents. Before the proposals are opened, all modifications or additions to the Proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Contractor shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Proposal quotation. Failure of a Contractor to include a signed formal Addendum in its Proposal quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

## **9. Conditions**

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Contractor acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Proposal cannot include any amounts of money for these taxes.
- B. To be valid, the Proposals shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the Alternate Proposal any item at the prices indicated in the itemization of the Proposal.
- D. All Proposals shall be good for thirty (30) days from the date of the Proposal opening.
- E. Contractors shall be required to comply with all applicable federal, state, and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages.

## **10. Award of Proposal**

The Village reserves the right to reject any or all Proposals or packages and to waive any informality or technical error and to accept any Proposal deemed most favorable to the interests of the organization.

- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Contractor shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- B. The Village has the sole discretion to award the alternate Proposal based upon the best interest of the Village.
- C. All awards made in accordance with this Code are final determinations.
- D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
- E. In addition to price, the Village will consider:
  - Ability, capacity, and skill to fulfill the contract as specified.
  - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
  - Character, integrity, reputation, judgment, experience, and efficiency.



- Quality of performance on previous contracts.
- Previous and existing compliance with laws and ordinances relating to the contract.
- Sufficiency of financial resources.
- Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- Ability to provide future maintenance and service under the contract.
- Number and scope of conditions attached to the Proposal /proposal.
- Record of payments for taxes, licenses, or other monies due to the Village.

## **11. Rejection of Proposals**

- A. The Village reserves the right to cancel invitations for Proposals or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all Proposals, to waive any minor informality or irregularity in any Proposal, to negotiate changes and/or modifications with the lowest responsible Contractor and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Village in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Contractor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment, or labor.

## **12. Equal Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

## **13. Non-Discrimination**

The Contractor, its employees, and subcontractors agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

## **14. Execution of Documents**

The Contractor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

- B. Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- C. Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- D. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
- E. Proposals received from any listed contractor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the Village may, but is not required to, consider such proposals, quotations, or offers.

## CONTRACT

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Village of Oswego (Village) and \_\_\_\_\_ (Contractor).

The entire Proposal package together with all Exhibits and attachments and the following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a Proposal means that the person submitting the Proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Proposal Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the contractor, or
- C. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other

applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:

- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
  1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
  2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor’s contractual indemnity obligations under the Agreement.
  3. Premises-Operations and Independent Contractors.
  4. Broad form property damage coverage.
  5. Personal injury coverage.
  6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
  7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor’s policy.
- ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- iii. Workers’ Compensation and Employers Liability Insurance. Statutory Workers’ Compensation coverage complying with the law of the State of Illinois and Employers’ Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
- iv. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.

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

- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. All additional insured coverage shall be for both ongoing and completed operations.
  - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s), and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced, or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
  - iii. The Contractor shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder.
  - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse, or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
  - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
  - vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
    1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
    2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
  - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.

- viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
- ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
- x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
- xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
7. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an

event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

8. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
9. **Contract Term:** The contract shall commence upon Village Board approval for a one-year period. The contract may be extended on an annual basis at the option of the Village of Oswego in its sole and absolute discretion, for up to two additional one-year periods.
10. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without bidding the materials, supplies, services, or equipment involved, provided that the change order:
  - A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
  - B. Is germane to the original contract; and
  - C. Does not exceed twenty percent (20%) of the contracted amount; and
  - D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$25,000.00).
11. **Compliance with Laws and Regulations:** In addition to the Proposal and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Proposal bond to the contractor.
  - A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
  - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
  - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
  - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

12. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
13. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.
- If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.
14. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
15. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
16. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
17. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.



18. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
- A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
  - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
19. **Notices:** Any notice shall be in writing and shall be deemed sufficient when personally served or sent pre-paid first-class United States mail as follows:

To the Village:  
Village Administrator  
Village of Oswego  
100 Parkers Mill  
Oswego, Illinois 60560

To the Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **Piggybacking Clause:** This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
21. **Certifications:** Contractor hereby:
- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Proposal rigging) or 33E-4 (Proposal rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
  - B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
  - C. States that have a written sexual harassment policy are required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
  - D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
  - E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
  - F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a "public work" within the meaning of the Illinois Prevailing Wage

Act (820 ILCS 130/01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and

- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**VILLAGE OF OSWEGO:**

By: \_\_\_\_\_  
*President*

Attest:

\_\_\_\_\_  
*Village Clerk*

**CONTRACTOR:**

By: \_\_\_\_\_  
*Signature*

Attest:

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Print Name and Title*

**COST SHEET**

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

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

**TOTAL COST: Base Bid**

|   | Total Proposal Cost | Material Cost | Labor Cost |
|---|---------------------|---------------|------------|
| Replacement of (8) eight Variable Frequency Bypass Drives |                     |               |            |

**Proposed Manufacturer and Model of New VFDs**

| Unit                 | Manufacturer | Model |
|----------------------|--------------|-------|
| AHU 1 Supply Fan VFD |              |       |
| AHU 1 Return Fan VFD |              |       |
| AHU 2 Supply Fan VFD |              |       |
| AHU 2 Return Fan VFD |              |       |
| AHU 3 Supply Fan VFD |              |       |
| AHU 3 Return Fan VFD |              |       |
| AHU 4 Supply Fan VFD |              |       |
| AHU 4 Return Fan VFD |              |       |





## SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

### Subcontractor No. 1

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Value of Work*

*Nature of Work*

### Subcontractor No. 2

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Value of Work*

*Nature of Work*

### Subcontractor No. 3

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Value of Work*

*Nature of Work*

## REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

### Reference No. 1

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

### Reference No. 2

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*

### Reference No. 3

---

*Business Name*

---

*Address*

*Village, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Dates of Service*

*Nature of Work*



## CONTRACTOR PROPOSAL AGREEMENT

TO:

Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

Project: Generator Maintenance Services

The undersigned Contractor, in compliance with your advertisement for Proposals for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the project, in accordance with the Contract documents and at the price provided.

Contractor certifies this Proposal to be for the project described above to be in accordance with plans, specifications, and contract documents, included in the Request for Proposal packet.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

---

*Company Name*

---

*Address*

*Village, State, Zip Code*

---

*Phone Number*

*Email Address*

---

*Printed Name of Authorized Representative*

*Title*

---

*Signature of Authorized Representative*

*Date*