



REQUEST FOR BID

Air Handler Replacements

Bid Submission Deadline: [4/18/19 at 10:00 am]

Bid Opening: 4/18/19 at 10:00am

Oakbrook Terrace Park District

PARK COMMISSIONERS

Roger Sweitzer.....President
Dan Flanagan.....Vice President
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Bill Cizek.....Treasurer
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OAKBROOK TERRACE PARK DISTRICT

Date: March 19th , 2019



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ADVERTISEMENT FOR BID

**LEGAL NOTICE
INVITATION TO BID OAKBROOK TERRACE PARK DISTRICT
DUPAGE COUNTY, ILLINOIS**

Notice is hereby given that sealed bids for the following item will be received by Oakbrook Terrace Park District until 10:00 am at the Heritage Center, 1S325 Ardmore Ave, Villa Park, Illinois, April 18th, 2019. Bids received will be publicly opened and read aloud at the Heritage Center at 10:00 am on April 18th, 2019.

Air Handler/s Replacement- Heritage Center

April 18th, 2019 BIDS WILL BE ACCEPTED UNTIL 10:00 A.M.

BID OPENING TIME 10:00 A.M.- April 18th, 2019

Specifications may be obtained from the Oakbrook Terrace Park District at the above-mentioned address during regular office hours.

Any inquiries should be directed to Tom Bell; Superintendent of Facility Operations and Parks Maintenance (630) 627-6100.

The Oakbrook Terrace Park District reserves the right to reject any/or all bids received and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Oakbrook Terrace Park District.



RE: Air Handler Replacements-Heritage Center
BID OPENING: 10:00 am Thursday April 18th, 2019

Dear Bidder:

Enclosed you will find information relating the Oakbrook Terrace Park District's intention to contract for installation of Air Handlers for the Heritage Center.

The materials enclosed are as follows:

1. Advertisement for Bids
2. General Conditions for All Bids
3. Bid Specifications
4. Sample Contract
5. Bid Form
6. Addendum
7. Contractor's Certification of Eligibility
8. Affidavit of Experience
9. List of Subcontractors and Suppliers
10. Label for Sealed Bid Envelope

Please return your signed Bid Form, Addendum, Contractor's Certification of Eligibility and List of Subcontractors and Suppliers in an opaque, sealed envelope, showing the Project name, Date and Time of Opening in the lower left-hand corner of the envelope. A label has been enclosed for your convenience. These forms must be filled out, signed, and returned in a sealed envelope, or your bid will not be considered.

If you have any questions regarding this bid, please contact Tom Bell.

Sincerely,

Tom Bell
Superintendent of Facility Operations and Park Maintenance
Oakbrook Terrace Park District

OAKBROOK TERRACE PARK DISTRICT

REQUEST FOR BID ON *Air Handlers*

ITEM: *Air Handlers Replacement/Removal- Heritage Center*

Bids will be received until [*Thursday April 18, 2019 at 10:00 a.m.*] on the Supplies, Materials, Equipment, specified herein. The Date and Time as stated, is also the time of the public bid opening, unless modified by the Oakbrook Terrace Park District. All vendors are welcome to attend this opening.

GENERAL CONDITIONS

1. PREPARATION OF BIDS

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, **sealed and clearly marked** showing the bid identification, and date and time of opening in the lower left-hand corner (a label is enclosed for your convenience). The envelope must also contain the name and address of the bidder. The bidder must insure that the "sealed bid" envelope is properly identified. The Oakbrook Terrace Park District is not responsible for the premature opening of bid envelopes that are not properly marked. Any bids which are opened prior to the scheduled bid opening because of a failure to properly mark the envelope in accordance with this section, shall be deemed non-responsive and not considered.

2. EXAMINATION

Each bidder shall first examine the site, taking into consideration all such conditions that may affect this work. A submission of a proposal implies that this examination has been made. Each bidder shall examine each and every part of these Specifications and Drawings in order to comply with all requirements.

3. ERRORS AND OMISSIONS

All bidders are requested to notify the Oakbrook Terrace Park District immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Oakbrook Terrace Park District will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by the Bidder on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect, the bid will be rejected. Mere computational errors on the Bid Form will be corrected by the Oakbrook Terrace Park District.

4. TIMELY SUBMISSIONS

The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time will not be considered unless evidence is presented, acceptable to the Oakbrook Terrace Park District, that it was in possession of the bid prior to the bid opening date and the bid was misplaced while in possession of the Oakbrook Terrace Park District. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the bidder unopened, if at all possible. In many instances it is impossible to determine whom the bid is from unless it is opened. Should this be the case, the bid will be opened, address secured, and returned immediately.

5. QUALIFICATIONS OF BIDDERS

The Oakbrook Terrace Park District may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid Documents and submit such form with the Bid Form. The Park District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate successful completion of *Five projects similar in scope and magnitude performed at a Park District, Government Recreation Department, or YMCA*. Bidders must also demonstrate that they have sufficient resources, i.e. capital, laborers, sub-contractors, etc. to accomplish all tasks to complete the project by the specified completion date.

6. TAX EXEMPTION

The Oakbrook Terrace Park District is not subject to federal excise tax or Illinois retailer's occupation tax.

7. DELIVERY DATE

Bidder shall delivery all materials, supplies and equipment by the date set forth in the Specifications. Failure to deliver within the specified time shall constitute a breach of the agreement.

8. SUBSTITUTIONS

The use of brand name or catalog number in the Specification is only for the purpose of establishing a grade or quality required. Because the Oakbrook Terrace Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal". Bidders proposing to use an alternate must request approval in writing to the Oakbrook Terrace Park District no later than five (5) business days prior to the bid opening. Bids which propose to use a non-approved alternate will be rejected.

The Oakbrook Terrace Park District shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

9. ADDENDA AND INTERPRETATION

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

10. AWARD SELECTION

Bids will be awarded to the lowest responsible bidder complying with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, **the Oakbrook Terrace Park District does not award on price alone. The Oakbrook Terrace Park District also considers the quality of product, as judged by the Oakbrook Terrace Park District, terms of delivery, serviceability and any and all other factors permitted by law.** If specified on the bid form, awards will be based upon the submitted unit prices. The Oakbrook Terrace Park District reserves the right to award the Contract to one bidder for the entire

project or to any series of bidders for an appropriate portion of the project. The Oakbrook Terrace Park District also reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended; to increase or decrease the quantities shown on the bid; to reject any and all price or bids submitted and to waive any formality or technicality. Such decisions shall be final and not subject to recourse.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of **one hundred twenty (120) days** after the date set for the bid opening. Bids are submitted to the Board for approval at a regular meeting of the Board of Park Commissioners for the Oakbrook Terrace Park District.

11. CONTRACT

The Bidder to whom the project is awarded is required to enter into a contract, with the Oakbrook Terrace Park District, substantially in the same form as the Sample Contract contained in these documents

12. INVOICING AND PAYMENT

- Terms for payment are as follows: **The Bidder shall issue an invoice after acceptance of the supplies, materials or equipment by the Oakbrook Terrace Park District. Payments shall be made thirty (30) days after receipt of the invoice.**

The Bidder shall issue an invoice after acceptance of the materials, supplies or equipment by the Oakbrook Terrace Park District. Invoices shall be typed and sent to the Oakbrook Terrace Park District containing the following information:

1. The name, address and phone number of the Contractor;
2. Any payment discount terms offered;
3. A unique Invoice number (payment will not be made from a statement);
4. An itemization of all materials, supplies and equipment provided;
5. Completed W-9 form.

The Oakbrook Terrace Park District is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Quote all prices F.O.B. Oakbrook Terrace, Illinois. F.O.B. Oakbrook Terrace, Illinois, is defined as the total price to the Oakbrook Terrace Park District, including all freight and delivery charges to its facility.

13. COMPLIANCE WITH LAWS

All materials, supplies and equipment provided under this bid must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Additional certifications, attached as addenda, will be required in the event federal or state funds are being used to fund this contract. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. The Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the vendor.

14. MATERIALS

All materials supplied by the Contractor under the provisions of this document and any attachments hereto shall be new materials of the kind and character called for. Defective equipment or materials, including material damaged in the course of manufacture, shipping, delivery, installation or testing shall be replaced or repaired in a matter satisfactory to the Oakbrook Terrace Park District. All material and equipment furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

15. WARRANTY/ GUARANTEE

The Bidder warrants to the Oakbrook Terrace Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Oakbrook Terrace Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Bidder must provide the Oakbrook Terrace Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Oakbrook Terrace Park District.

16. FAIR EMPLOYMENT

Bidder's signature on the Bid Form will 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 wages of laborers, 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 herein incorporated by reference and become a part of this Proposal and Specifications.

17. EQUAL OPPORTUNITY

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

18. BID BOND

Each proposal shall be accompanied by a properly certified check, bank draft, cashier's check or bid bond payable to the Oakbrook Terrace Park District for not less than ten (10%) percent of the total bid amount. The Bid Bonds will be returned promptly upon the approved execution of the Contract by the Park District and the Contractor's delivery of the Contract Bonds to the Park District.

19. PERFORMANCE AND PAYMENT BOND

If the Contract Price is greater than \$50,000, Bidder shall deposit with the Oakbrook Terrace Park District before commencing any work an AIA A312-1984 Performance Bond and Payment Bond for the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of work for a period of one (1) year after final payment. The cost of each bond shall be included in the contract price set forth above. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds," as published in the Federal Register by the Audit Staff, Bureau of Accounts, U.S. Treasury. The Bidder and all subcontractors shall name the Oakbrook Terrace Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any future amendments thereto. Bidder shall include in its performance and payment bond, such language that will guarantee the faithful performance of the Prevailing Wage Act.

All labor provided under this bid and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of one (1) year after performance of the labor in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder. Bidder must provide the Oakbrook Terrace Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Oakbrook Terrace Park District.

20. NON-BARRED BIDDING

The Bidder must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

The Bidder, by signing the Bid Form, acknowledges, understands and abides by all of the above "General Conditions."

TERMS AND CONDITIONS OF THIS BID

Air Handler Replacement/Removal- Heritage Center

1. SCOPE [*Bidder shall supply the equipment, with any included alternates, at the heritage center of the Oakbrook Terrace Park District.*]

2. PROJECT IDENTIFICATION AND LOCATION [Air Handler Replacements at the Heritage Center of the Oakbrook Terrace Park District located at 1S325 Ardmore Ave, Villa Park, IL 60181]

3. TERM OF THE CONTRACT

4. TERMINATION OF THE CONTRACT

The Oakbrook Terrace Park District may terminate the contract upon breach by the bidder which remains uncured after thirty (30) days following written notice of termination, or without cause after sixty (60) days written notice.

5. INSURANCE REQUIREMENTS

Bidder shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Business Auto and Umbrella Liability Insurance

Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary,

the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Bidder shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Bidder waives all rights against the Oakbrook Terrace Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Bidder's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Bidder shall furnish the Oakbrook Terrace Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Bidder's certificate of insurance shall list the Oakbrook Terrace Park District, its officers, employees, agents and volunteers as additional insureds.

All certificates shall provide for thirty (30) days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Bidder from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Bidder shall provide certified copies of all insurance policies required above within ten (10) days of the Park Districts' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Bidder may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Bidder shall cause each subcontractor employed by Bidder to purchase and maintain insurance of the type specified above. When requested by the Park District, Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification

To the fullest extent permitted by law, the Bidder shall indemnify, defend and hold harmless the Oakbrook Terrace Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Bidder's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Bidder shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Bidder's breach of any of its obligations under, or Bidder's default of, any provision of the Contract.

Bid Specifications:

Below are the bid specifications for removal and replacement of two air handlers for the Oakbrook Terrace Park District. All information below are the preferred methods and materials required for this project.

1. Demo/Removal existing 15-ton and 25-ton air handlers and associated ductwork and piping.
2. Furnish and install (2) Carrier air handlers rated for 15-tons and 25-tons. Both units to be furnished with hot water coils, chilled water coils, and internal VFDs.
3. Furnish and install necessary sheet metal to connect new air handlers to existing supply, return, and outside air duct connections.
4. Furnish and install new chilled and hot water piping to connect new air handlers to existing piping connections. Piping to be insulated as well.
5. Furnish and install new disconnect switches for new air handlers and tie into existing electrical connections.
6. Tie new air handlers into existing control system.
7. Start-up and verify proper operation of new units.

The Oakbrook Terrace Park District reserves the right to reject any/or all bids received and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the Oakbrook Terrace Park District.

1. COMPLETION DATE This project must be completed on or before December 1, 2019
2. REQUIRED PERMITS
3. EQUIPMENT REMOVAL: *All equipment being traded in needs to be removed by the vendor prior to the installation of new equipment.*

Bidder's Name

BID FORM

Air Handler/s Replacement/Removal- Heritage Center

A. ACKNOWLEDGMENT

By its signature below, the Bidder acknowledges it has received a complete set of Specifications and understands that meaning of their content and shall willingly comply with the guidelines set forth in these documents. The Bid Documents are composed of the following documents, which the Bidder acknowledges it has received in full:

- Letter to Bidder
- Advertisement for Bid
- General Conditions for All Bids
- Bid Specifications
- Sample Contract
- Bid Form
- Addendum
- Contractor's Certification of Eligibility
- Affidavit of Experience
- List of Subcontractors and Suppliers

If any of the above documents have been omitted, please contact the Oakbrook Terrace Park District immediately to receive replacements for the missing documents.

Bidder's Name

B. PROPOSAL

The undersigned has carefully examined the General Conditions and All Bids, the Terms and Conditions for this bid, insurance requirements, Specifications, and Bid Form and proposes to provide the various types of equipment, supplies or materials in accordance with this bid and all attachments and exhibits for the following unit prices:

Product Name	Estimated Quantity Needed		Unit Price (units)	Total Price

Bidder's Name

C. ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that are issued by the Oakbrook Terrace Park District during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1

Signature

Title

ADDENDUM NO. 2

Signature

Title

ADDENDUM NO. 3

Signature

Title

ADDENDUM NO. 4

Signature

Title

ADDENDUM NO. 5

Signature

Title

ADDENDUM NO. 6

Signature

Title

ADDENDUM NO. 7

Signature

Title

E. LIST OF SUBCONTRACTORS AND SUPPLIERS

The subcontractors and suppliers listed below will be involved in this contract work in the assignments. We understand that any deviation from this list must be requested and approved in writing ten days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors

Work Assignment

Suppliers

Material

Bidder's Name

G. CERTIFICATIONS AND SIGNATURE

The undersigned has checked the plan(s), specifications and the above figures and understands that he shall be responsible for any errors or omissions based upon these specifications as submitted on the Bid Offer Form.

It is understood and agreed that the Oakbrook Terrace Park District reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Oakbrook Terrace Park District Board of Commissioners or other officer of the Oakbrook Terrace Park District, or any person in the employ of the Oakbrook Terrace Park District is directly or indirectly interested in this bid, or in any portion of the profits thereof.

Name of Person or Entity submitting this Bid

Street Address

City

State

Zip

Telephone Number

Fax Number

Bid Form is not valid unless properly signed:

SIGNATURE

Date

LABEL FOR SEALED BID ENVELOPE

Cut out and tape label below to the lower left-hand corner of your return sealed bid envelope.

Return to:

Tom Bell-Superintendent of Facility Operations and Park Maintenance

Oakbrook Terrace Park District

SEALED BID

Air Handler Replacements

**DO NOT OPEN UNTIL:
*Thursday, April 18th 2019***