2024 REQUEST FOR PROPOSAL

RETURN BOILER PUMP ASSEMBLY REPLACEMENT

LAKE FOREST LIBRARY

Sealed proposals, clearly labeled "BID— RETURN BOILER PUMP ASSEMBLY REPLACEMENT", will be received weekdays between 10:00 am and 5:00 pm in the Lake Forest Library, 360 East Deerpath Road, Lake Forest, II. 60045, until 5:00 pm on Friday, March 29, 2024. Bids received after 5:00 pm on that day will not be given consideration. All submissions must contain three references for work of similar scope.

Bid documents may be obtained on the library's website www.lakeforestlibrary.org beginning 1:00 pm on Friday, February 16, 2024. Pre-bid meetings and walk-throughs will be held at 10:00 am on Monday, March 4, 2024. Please meet in the lobby of the library.

Submit questions to: Jim Lee, Facilities Manager, Lake Forest Library, jlee@lakeforestlibrary.org or 847-810-4624.

Submit sealed bid to: Ishwar Laxminarayan Executive Director, Lake Forest Library, 360 East Deerpath Road, Lake Forest, IL 60045.

Bids will be evaluated by the Executive Director and Facilities Manager. The selected bid will be presented to the Board of Library Trustees at their April 16, 2024 board meeting. All bids should be open for acceptance for a period of 90 days from the deadline for receipt of quotes and may not be revoked or withdrawn during that period. The library reserves the right to accept or reject any and all bids, to waive technicalities, and to accept or reject any item of any bid.

EVALUATION OF BIDS

- 1. Bids will only be accepted from principals of the firm that will actually be doing the work. The duties and obligations of this contract cannot be assigned.
- 2. All questions must be answered completely. Additional pages may be added if more space is needed to answer a question.
- 3. To be considered qualified, a contractor must provide a list of clients as specified.
- 4. In selecting the contractor, experience, services offered, and quality of service will be considered as well as costs. The Library reserves the right to make its evaluation on the basis of all publicly available information.

RETURN BOILER PUMP ASSEMBLY REPLACEMENT

Company Name:

Representative Name:

1. General

- 1.1 The Contractor shall employ personnel who are experienced and competent in all tasks to be provided under this agreement. The Contractor is responsible to make sure that their personnel are properly trained to perform all tasks expected of them and all safety requirements according to OSHA requirements.
- 1.2 The Contractor's employees shall be carefully interviewed, screened, and covered by Bond.
- 1.3 In hiring related to this agreement, the Contractor is expected to advertise and afford equal opportunity without discrimination because of race, color, religion, sex, martial status, national origin or ancestry, age, order of protection status, military status, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. The Contractor shall comply with the provisions of Equal Employment Opportunity Clause, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights.

2. Contract

- 2.1 The Contractor shall execute the Independent Contractor Agreement attached hereto.
- 2.2 The Contractor shall render all regular services as specified in this agreement to the complete satisfaction of the Lake Forest Library.
- 2.3 The Lake Forest Library or the Contractor may cancel this agreement at any time subject to thirty days prior written notice.

3. Insurance

- 3.1 The Contractor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Contractor's operation and use of the premises. The cost of such insurance shall be borne by the Contractor.
- 3.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - i. Professional Liability Insurance.
 - ii. Broad Form Compensation General Liability, or the most recent revision.
 - iii. Workers' Compensation insurance as required by statute and Employer's Liability insurance.

iv. Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or errors and omissions (if the project involves environmental hazards).

3.3 Minimum Limits of Insurance

Provider shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statue and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the Library. At the option of the Library, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Library, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 1. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions: a. General Liability
- i. The Library, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Library, , its officers, elected and appointed officials, employees, volunteers and agents.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the Library, its officers, elected and appointed officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Library, its officers, elected and appointed officials, employees, volunteers and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Library , its officers, elected and appointed officials, employees, volunteers and agents. iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to limits of the insurer's liability.
- 2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Library, its officers, elected and appointed officials, employees, volunteers and agents for losses arising from use of the premises.

- 3. All Coverages. Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Library.
- 4. Acceptability of Insures. Insurance is to be placed with insurers licensed to do business in Illinois.
- 5. Verification of Coverage. The Contractor shall furnish the Library with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Library before the premises are occupied. The Library reserves the right to require complete certified copies of all required policies, at any time.
- 6. Indemnification Clause. The Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Library and shall indemnify the Library and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Library would otherwise have. Th Contractor shall similarly, protect, and indemnify the Library, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes of actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Acts or Employee Benefit Acts. The right and obligations of this subsection shall survive the voluntary or involuntary termination of this Contract.

4 RETURN BOILER PUMP ASSEMBLY REPLACEMENT SCOPE OF WORK

- 4.1 Lake Forest Library is 35,000 square feet. There are three floors and a basement that are serviced by 3 boilers and 2 Skidmore BS-20 condensate pumps.
- 4.2 Isolate pump assemblies and disconnect power to both.
- 4.3 Furnish and install (2) new condensate 16GPM@20PSI pumps

- 4.4 Furnish and install (1) new 116v-1HP-3HP, 16 GPM@20PSI 6CFM@5.5HG @ water level gauge, solenoid discharge valve, vacuum switch, dial thermometer, 2" inlet basket strainer, mounted control panel starters and braker for Skidmore BS-20 replacement.
- 4.5 All necessary rigging and hoisting for equipment and material provided by the Contractor.
- 4.6 The Contractor is responsible for relocating the pumps approximately 50 feet north of the current pump location and 35 feet East of the current pump location.
- 4.7 The Contractor is responsible for removal and disposal of all old equipment on site.
- 4.8 Reconnect electrical and piping.
- 4.9 Restore isolation of pumps and perform leak checks for both.
- 4.9.1 Perform startup and test operations.
- 4.9.2 Furnish 1-year parts and labor warranty.
- 4.9.3 Obtain any needed permits.

5. Prevailing Wage

The Contractor shall comply with the Illinois Prevailing Wage Act and shall pay, and require every subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILSC 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its subcontractors, of all changes in the prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Lake Forest Library. Change orders shall, however, be computed using the prevailing wage rate applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Department of Labor as required by statue or regulation, including certified payroll. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and in every way defend and indemnify the Lake Forest Library against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Lake Forest Library agrees to notify the Contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: http://www.illinois.gov/idol/Laws-Rules?CONMED/Pages/Rates.aspx

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- (2) Require each subcontractor to insert into each lower-tiered contract and project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- 6. The Contractor is responsible for securing and for the costs of any and all necessary permits.
- 7. Provide a cost alternate considering working at night.
- 8. Agreement Terms The Contractor will provide the Lake Forest Library with the work outlined in the RFP in the amount of \$

9. Acceptance of Contract	
Lake Forest Library	Contractor
(Representative Signature)	(Representative Signature)
(Title)	(Title)
(Date)	(Date)

Appendix A

