

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
ADVERTISEMENT FOR BIDS

**NEW HVAC UNITS**

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 22nd day of November, 2010, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for New HVAC Units at Civic Center, Franklin Loebe Center, and Village Hall. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The improvements on which bids are requested will require the following: construction: a) Removal, disposal, and installation of new HVAC units on the Civic Center, Franklin Loebe Center and the Village Hall buildings in the Village of Orland Park; b) Reconnect the existing gas header, power wiring, and Alerton controls; c) Crane rental included; d) One year parts and labor warranty and a five year compressor warranty.

Plans and specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online at the Village's website [www.orland-park.il.us](http://www.orland-park.il.us).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. Each bid must be accompanied by a bid bond, certified or cashier's check in the amount of ten percent (10%) of the total amount of the bid, as a guarantee that the successful bidder will furnish satisfactory performance and payment bonds in the full amount of the executed Contract and proceed with the work.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in bidding and to disregard all non-conforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission. Any contract executed is subject to the Davis-Bacon Act and the Illinois Prevailing Wage Act.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER  
VILLAGE CLERK



# VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID

NEW HVAC UNITS INSTALLED  
CIVIC CENTER, FLC, AND VILLAGE HALL

ISSUED

November 5, 2010

BID OPENING

November 22, 2010

11:00 a.m.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**TABLE OF CONTENTS**

**I. INSTRUCTIONS TO BIDDERS**

- Overview ..... 2
- Bid Specifications ..... 4
- General Provisions ..... 11
- Bid Submission Requirements ..... 14
- Evaluation of Bids/Bidders ..... 17
- Bid Submittal Checklist ..... 18

**II. REQUIRED BID SUBMISSION DOCUMENTS**

- Bidder Summary Sheet..... 20
- Business Organization..... 21
- Certificate of Eligibility to Enter into Contracts ..... 22
- Equal Employment Opportunity ..... 23
- Certification of Compliance with the Illinois Prevailing Wage Act ..... 25
- Certification of Compliance with the Davis-Bacon Act ..... 26
- Contractor’s Certification Sexual Harassment, Tax & Substance Abuse ..... 27
- Apprenticeship and Training Program Certification ..... 28
- Buy American Certification Statement ..... 29
- References ..... 30
- Insurance Requirements ..... 31

**III. EXHIBITS/ ADDITIONAL INFORMATION**

- Exhibit A Local Vendor Purchasing Policy ..... 33
- Exhibit B Standard Form Contract..... 34

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**I. INSTRUCTIONS TO BIDDERS**

**OVERVIEW**

The Village of Orland Park requests Bids for new HVAC units installed at the Civic Center, Franklin Loebe Center (FLC) and the Village Hall buildings (“the Project”) in the Village of Orland Park, Illinois (“Village”). See the Specifications prepared by The Village of Orland Park, for details on the Project (“Specifications”).

In order to be responsive, SEALED BIDS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, not later than 11:00 a.m., local prevailing time on Monday, November 22, 2010. All sealed bids must be submitted to the Village Clerk, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project which described in detail consists of the following:

- Removal, disposal, and installation of new HVAC units on the Civic Center, Franklin Loebe Center and the Village Hall buildings in the Village of Orland Park.
- Reconnect the existing gas header, power wiring, and Alerton controls.
- Crane rental included.
- One year parts and labor warranty and a five year compressor warranty.

Oral, telephonic, facsimile or electronically transmitted bids shall not be considered.

No oral comments will be made to any bidder as to the meaning of the Specifications or other contract documents. Requests for comments shall be made in writing to Frank Stec via fax at (708) 403-6219. Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders 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 bidder should have been aware 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 bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of 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.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

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

Any references in the Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**BID SPECIFICATIONS FOR:**

NEW HVAC UNITS INSTALLED AT THE CIVIC CENTER, FRANKLIN LOEBE CENTER, AND VILLAGE HALL BUILDINGS

**SCOPE OF WORK:**

Furnish and install the following:

**Civic Center - 14750 S. Ravinia Avenue**

1. Remove the refrigerant from the five (5) existing units per EPA regulations:
2. The equipment will be disconnected, removed from the roof, and hauled away from the premises.
3. Replace RTU #1 with one (1) new Trane M#UHC033A4EHA-D00000000000B 3 - Ton unit with the following features:
  - DX Cooling
  - Gas Heat
  - Convertible Configuration
  - 460 Volt -60 Hertz -3 Phase
  - Electro -Mechanical Controls
  - Economizer
  - Dry Bulb 0 -100%
  - Barometric Relief
  - Roof Curb Adapter
4. Replace RTU#2 with one (1) new Trane downsized M#SFHFF504 50 - Ton Unit with the following features:
  - DX Cooling
  - Natural Gas Heat
  - 410A ( 407C Development Sequence
  - 50 - Ton
  - 460 Volt -60 Hertz -3 Phase
  - Limited Modulating Low Gas Heat Capacity
  - 100% Exhaust -10 HP with Statitrac
  - 700 RPM -Exhaust (Return Fan
  - 0 -100% Economizer
  - Economizer Control with Dry Bulb
  - Extended Grease Lines
  - 2" Spring Isolators
  - High Efficiency -Throw Away Filters

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

- 20 HP -Supply Motor
  - 1000 RPM -Supply Fan
  - Supply and Return / Exhaust Fan with Variable Frequency Drive and Bypass
  - Programmable Zone Sensor
  - Low Ambient Damper with Control
  - CULUS Approved
  - Hot Gas Bypass Valve
  - Access Doors
  - Roof Curb Adapter
5. Replace RTU #3 with one (1) new Trane M#YSC150A 12.5 - Ton Unit with the following features:
- Standard Efficiency
  - Low Gas heat Capacity
  - DX Cooling
  - Natural Gas Heat
  - 460 Volt -60 Hertz -3 Phase
  - Electro Mechanical Control
  - Economizer
  - Dry Bulb Control 0 -i 00%
  - Barometric Relief
  - Roof Curb Adapter
6. Replace RTU#4 with one (1) Trane M#USC120A 10 - Ton Unit with the following features:
- DX Cooling
  - Natural Gas Heat
  - Standard Efficiency
  - Low Gas Heat Capacity
  - 460 Volt -60 Hertz -3 Phase
  - Electro Mechanical Controls
  - Economizer
  - Dry Bulb Control 0-100%
  - Barometric Relief
  - Roof Curb Adapter
7. Replace RTU#5 with one (1) Trane M#YSC120A 10 - Ton Unit with the following features:
- DX Cooling
  - Natural Gas Heat
  - Standard Efficiency
  - Low Gas Heat Capacity
  - 460 Volt - 60 Hertz - 3 Phase
  - Electro Mechanical Controls

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

- Economizer
  - Dry Bulb Control 0-100%
  - Barometric Relief
  - Roof Curb Adapter
8. Reconnect the existing gas header, power wiring, and Alerton controls.
  9. Refrigeration piping to all units.
  10. Crane rental included.
  11. One year parts and labor warranty and a five year compressor warranty.

**Franklin Loebe Center - 14650 S. Ravinia Avenue**

1. Remove the refrigerant from the two (2) existing units per EPA Regulations.
2. The equipment will be disconnected, removed from the roof, and hauled away from the premises.
3. Install two (2) new Trane M#SFHFF404 40 - Ton combination heating and cooling unit with the following features:
  - DX Cooling with Natural Gas Heat
  - 410AI 407C Development Sequence
  - 40 - Ton Unit
  - 460 Volt -60 Hertz -3 Phase
  - 2 Stage Low Gas Heat Capacity
  - 100% Exhaust -7 Y2 HP with Statitrac
  - 600 RPM -Exhaust I Return Fan
  - 0 -100% Economizer
  - Economizer Control with Dry Bulb
  - Extended Grease Lines
  - 2" Spring Isolators
  - High -Efficiency Throw Away Filters
  - 20 HP -Supply Motor
  - 1000 RPM -Supply Fan
  - Supply and Exhaust I Return Fan with Variable Frequency Drive with Bypass
  - Programmable Zone Sensor
  - Low Ambient Dampers with Control
  - CULUS Approved
  - Hot Gas Bypass Valve
  - Access Doors



**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

- Condenser Base Pan
  - 5 Year Compressor Warranty
4. The unit will be mounted on the existing curb.
  5. Reconnect the existing gas line, power wiring, and Alerton control wiring.
  6. Refrigeration piping to all units.
  7. Crane rental included.
  8. One year parts and labor warranty and a five year compressor warranty.

**Village Hall – HVAC Upgrade – 14700 S. Ravinia Avenue**

1. Remove the refrigerant from the (4) existing units per EPA regulations.
2. The equipment will be disconnected, removed from the roof, and hauled away from the premises.
3. Install one (1) new Trane M#SFHLF304 30-Ton packaged unit with the following features:
  - DX Cooling R410A
  - Gas Heat
  - Intellipak Replacement
  - 460/60/3
  - 2-Stage low gas heat capacity
  - 0-100% Economizer
  - Economizer Control w/dry bulb
  - Extended grease lines
  - Programmable zone sensor
  - Low Ambient Damper Control
  - cULus
  - Non-fused Unit Disconnect Switch
  - Hot Gas bypass valve
  - Access Doors
  - 100% Exhaust – 3HP with Statitrac
  - 700 RPM – Exhaust / Return fan
  - Bag filters with prefilters – MERV14
  - 10 HP – Supply motor
  - 1100 RPM – Supply fan
  - Constant volume – zone temp control

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

4. Install two (2) new Trane M#SFHLF55 50-Ton packaged unit with the following features:
  - DX Cooling
  - Gas Heat
  - R410A Development Sequence
  - Intellipak Replacement
  - 460/60/3
  - 2 Stage – Low gas heat capacity
  - 0-100% Economizer
  - Economizer Control w/dry bulb
  - Extended Grease Lines
  - Programmable zone sensor
  - Low Ambient Damper Control
  - cULus
  - Non-fused Unit Disconnect Switch
  - Hot Gas bypass valve
  - Access doors
  - 100% Exhaust - 7½ HP with Statitrac
  - 600 RPM – Exhaust / Return fan
  - 2" Spring Isolators
  - Bag filters with prefilters MERV14
  - 25 HP – Supply motor
  - 1000 RPM – Supply fan
  - VAV – Discharge temperature control – supply and exhaust / return fan
  - with VFD without bypass
  - High Capacity Unit
  
5. Install one (1) new Trane WFHE40 40-Ton packaged rooftop air handler with the following features:
  - Gas Heat
  - R410A Development Sequence
  - R410A DX Coil
  - 460/60/3
  - 2 Stage – Low Gas Heat
  - 100% Exhaust - 7½ HP with Statitrac
  - 600 RPM – Exhaust Fan
  - High Efficiency Throw Away Filters
  - 20 HP – Supply Fan Motor
  - 1100 RPM – Supply fan
  - 0-100% Economizer
  - Economizer control w/dry bulb
  - 2" Isolators
  - VAV-discharge temperature control, supply and exhaust / return fan with VFD without

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

- bypass
  - Programmable zone sensor
  - cULus
  - Unit disconnect switch
  - Extended Grease Lines
  - Access Doors
6. Install one (1) new Trane M#RAUJC404B 40-Ton air cooled condensing unit to match the above air handler with the following features:
    - R410A Development Sequence
    - 40-Ton Unit
    - 460/60/3
    - Low Ambient Damper Control
    - Suction Service Valves
    - Pressure Gauges
  7. Connect the power wiring to the units.
  8. Reconnect the existing gas header, power wiring, and Alerton controls.
  9. Refrigeration piping to all units.
  10. Crane rental included.
  11. One-year parts and labor warranty and a five-year compressor warranty.

**SPECIAL CONDITIONS:**

Each unit installation must not disrupt the operations of the building and must be operational at the end of the day. All units must be using R- 410A Refrigerants. The Village reserves the right to select which units get replaced as per budget constraints.

**Federal American Recovery and Reinvestment Act of 2009 (ARRA):**

Goods and services under this Agreement are being funded in whole or in part with monies made available by the Federal American Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as “Buy American” that require all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Bidder pursuant to this Agreement.

Federally funded projects must also comply with the Davis-Bacon Act.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**Bid Submission:**

Please provide a total bid price on the Bidders Summary Sheet located in Section II. Work shall not begin before December 17, 2010 and must be completed by May 30, 2011.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**GENERAL PROVISIONS**

**Contract** – Section III - Additional Information includes a standard contract, subject to modifications, that the successful bidder will be required to enter into with the Village of Orland Park within ten (10) business days of notice of bid award (hereinafter referred to as the “Contract”).

This contract will expire upon completion, inspection, acceptance and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

**Resident Inspector** – The Director of Parks and Building Maintenance or his designee reserves the right to inspect work at anytime.

**Period of Performance** - Actual work cannot begin until the Village issues a written Notice to Proceed to the Contractor. In order to receive said Notice, the Contractor shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds and insurance, shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award.

The work to be performed by the successful bidder shall be complete on or before May 30, 2011

**Payments** – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor’s Dated Invoice, Contractor’s Sworn Statement, and Lien Waiver for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors

The Village may exercise its right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. Copies of these cancelled checks along with all applicable Lien Waivers shall accompany each pay request and shall be submitted.

Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

**Changes in the Scope of Work** - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

Order.

**Assignment** – Successful bidder shall not assign the work of this Project without the prior written approval of the Village.

**Compliance with Laws** – The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of bids or the performance of the Contract.

Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Not less than the Prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Davis-Bacon Act and the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Village Clerk. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Any contractor doing work in the Village must obtain a Contractor's license from the Village of Orland's Building Department, as may be required by Village code.

**Guarantees and Warranties** - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid.

The bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

may be appropriate.

By submitting a bid, bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the contractor under its warranty immediately upon notification from the Village.

**Alternates** - Equipment and materials are specified. Alternate equipment and or material other than those outlined within this packet will need to be specified with a cut sheet within the contractor's bid. If for any reason and at the sole discretion of the Village of Orland Park any alternate equipment and or materials are deemed to be unacceptable the entire bid may be disregarded.

**Indemnification** - The selected contractor shall indemnify and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**BID SUBMISSION REQUIREMENTS**

Bidder shall submit **three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain the forms with the original signatures. Only one copy of the bid bond is required.**

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in the Specifications and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the equipment/materials/items to be delivered, and no such claim shall relieve a bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this Invitation to Bid and Specifications, (Project manual) all of which are on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

**Bidder Summary Sheet** – Section II includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

**Bid Deposit** - Each bid must be accompanied by a bid deposit, as earnest money, in the form of a bid bond, a certified check or cashier's check, drawn on a responsible bank, made payable to the order of the Village of Orland Park for 10% of the total amount of the base bid price. As soon as the bid prices have been compared, the Village will return the deposit of all except the three lowest bidders.

**References** – Bidders shall provide the Village with the names and contact information of three (3) references for which they have performed similar work. The bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from bidder's references to further evaluate the bidders.

**Insurance** – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. **If Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverages and amounts**



**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**(hereinafter referred to as “coverage(s)”) that will be required to be in place before the commencement of any work by the successful bidder. By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverages in place, that the bidder has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the bidder within ten (10) days after the date of the Notice of Award of the Contract.** The bidder has the sole responsibility of verifying that the coverages and endorsements will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage’s. The bidder also represents that they have taken the insurance requirements into account and at the bidders’ sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein.

**Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverages the bidder currently has in force.**

Upon award of the contract, any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “*The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.*” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a “Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.” The certificate of insurance shall also state this information on its face and endorsements will be required to be submitted if awarded the contract. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village, but failure of the insurer to strike this reference shall not be a waiver of the obligation to provide any written notice.

**Performance Bond** – When the Contract is executed with the final successful bidder, the bid deposits of the other remaining unsuccessful bidders will be returned or otherwise caused to be cancelled. The bid deposit of the successful bidder will be retained until Payment and Performance Bonds and Insurance Certificates have been received and approved, at which time the bid bond will be returned. A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby.

Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

better as published by Best's Key Rating Guide, latest edition. Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance.

In case of failure of the bidder to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the bidder in default of the Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract.

Execution of the Contract by the Village will be contingent upon provision of the required bonds and insurance certificates. A "Notice to Proceed" will not be issued and work may not commence until required payment and performance bonds are in place.

**Bid Price** - The submitted bid price shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this bid package. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

The Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**EVALUATION OF BIDS/BIDDERS**

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids.

The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the Contract documents, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Contract shall be awarded to the lowest responsive, responsible bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the bidders.

Award of the contract is subject to Village of Orland Park Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see Section III Exhibit A – Local Vendor Purchasing Policy) when awarding the contract.

By submitting its bid, the bidder agrees to furnish, upon request from the Village, all information (including a list of subcontractors and suppliers and their prices) reasonably necessary for analysis. Furthermore, the Village may request that the bidder show, in detail, the kinds, quantities, and prices of direct material and direct labor used to develop prices/costs submitted in the bid. In addition, the Village reserves the right to request and receive information explaining the estimating process, including the judgmental factors and methods used to project from known data, and the contingencies used. The Village may require the bidder to show how it computes and applies indirect costs, and to show trend and budgetary data.

The Village may also conduct a pre-award facility survey of the bidder. This survey may include, but is not limited to, determining if the bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

**VILLAGE OF ORLAND PARK, ILLINOIS  
NEW HVAC UNITS – CIVIC CENTER, FLC, & VILLAGE HALL  
INVITATION TO BID**

**BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit all of the following items:

Sealed Bid Envelope - **Addressed to the Village of Orland Park, Attn: Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: CIVIC CENTER, FLC AND VILLAGE HALL HVAC UNITS, in the lower left hand corner.

- Bid - Bidder must submit **three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall contain forms with original signatures. Note: only need to include those required documents listed in Section II and Section III in the bid submission.
  
- Bid Bond/Check for 10% of the bid amount
  
- All forms completed from Section II:
  - Bidder Summary Sheet
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Equal Employment Opportunity
  - Certification of Compliance With the Illinois Prevailing Wage Act
  - Certification of Compliance with the Davis-Bacon Act
  - Contractor's Certification Sexual Harassment, Tax & Substance Abuse
  - Apprenticeship and Training Program Certification
  - Buy American Certification Statement
  - References
  - Insurance Requirements

# **II – REQUIRED BID SUBMISSION DOCUMENTS**

**BIDDER SUMMARY SHEET**

New HVAC Units Installed at Civic Center, FLC & Village Hall  
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

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

FEIN #: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Civic Center Unit # 1 TRANE M#UHC033A4EHA-D00000000000B	\$ _____
Civic Center Unit # 2 TRANE M#SFHFF504	\$ _____
Civic Center Unit # 3 TRANE M#YSC150A	\$ _____
Civic Center Unit # 4 TRANE M#USC120A	\$ _____
Civic Center Unit # 5 TRANE M#YSC120A	\$ _____

FLC Unit #1	TRANE M#SFHFF404	\$ _____
FLC Unit #2	TRANE M#SFHFF404	\$ _____

Village Hall Unit # 1	TRANE M#SFHFLF304	\$ _____
Village Hall Unit # 2	TRANE M#SFHFLF55	\$ _____
Village Hall Unit # 3	TRANE M#SFHFLF55	\$ _____
Village Hall Unit # 4	TRANE WFHE40 (air handler)	\$ _____
Village Hall Unit # 5	TRANE M#RAUJC404B (condensing unit)	\$ _____

**TOTAL BID PRICE:** \$ \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

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

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

\_\_\_\_\_ (Corporate Seal)  
Business Name

\_\_\_\_\_ \_\_\_\_\_  
Signature Print or type name

\_\_\_\_\_ \_\_\_\_\_  
Title Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT:      THIS CERTIFICATION MUST BE EXECUTED.**

I, \_\_\_\_\_, being first duly sworn certify and say  
that I am \_\_\_\_\_  
(insert "sole owner," "partner," "president," or other proper title)

of \_\_\_\_\_, the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United  
States.

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 2010.

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



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment

Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract”, however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: \_\_\_\_\_  
(Authorized Officer)

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010

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

**VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
COMPLIANCE WITH DAVIS-BACON ACT**

**(PUBLIC WORKS PROJECT WITH FEDERAL FUNDS ASSISTANCE)**

\_\_\_\_\_, having been first duly sworn  
(Officer, Partner, Member/Manager or Owner)

deposes and states as follows: \_\_\_\_\_, having  
(Name of Company or Firm)

submitted a bid/proposal for \_\_\_\_\_  
(Project)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Company or Firm is or will be in full compliance with the Prevailing Wage Requirements for Federally-Assisted Construction Projects at all times during the term of the Project.

By: \_\_\_\_\_  
Officer, Partner, Member/Manager or  
Owner of Company

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2010.

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

**VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

\_\_\_\_\_, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

\_\_\_\_\_  
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_ is/are currently participating  
(Name of employee/driver or "all employee drivers")  
in a drug and alcohol testing program pursuant to the aforementioned rules.

\_\_\_ 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

\_\_\_ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: \_\_\_\_\_  
Officer or Owner of Company named above

Subscribed and sworn to  
Before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2010.

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

**VILLAGE OF ORLAND PARK  
APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose  
and state as follows:

I, \_\_\_\_\_, am the duly authorized  
agent for \_\_\_\_\_, which has  
submitted a bid to the Village of Orland Park for

\_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_  
(Name of Company)

participates in apprenticeship and training programs approved and registered with  
the United States Department of Labor Bureau of Apprenticeship and Training.

By: \_\_\_\_\_

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

Subscribed and Sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2010

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

**VILLAGE OF ORLAND PARK  
BUY AMERICAN CERTIFICATION STATEMENT**

The Bidder acknowledges to and for the benefit of the Village of Orland Park that it understands that goods and services under this Agreement are being funded in whole or in part with monies made available by the Federal American Recovery and Reinvestment Act of 2009 (ARRA) and such law contains provisions commonly known as “Buy American” that require all of the iron, steel, and manufactured goods used in the project be produced in the United States (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Bidder pursuant to this Agreement. The Bidder hereby represents and warrants that:

1. The Bidder has reviewed and understands the Buy American Requirements.
2. All the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
3. The Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Village of Orland Park.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please print/type)

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**REFERENCES**

**(Please type)**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_



**INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing bidder’s current coverage’s*

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident  
\$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010

\_\_\_\_\_  
Signature

Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Company

### **III – ADDITIONAL INFORMATION (EXHIBITS)**

**EXHIBIT A**

**VILLAGE OF ORLAND PARK  
LOCAL VENDOR PURCHASING POLICY**

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	Not Applicable

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Orland Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

**EXHIBIT B**  
**VILLAGE OF ORLAND PARK**  
**(Contract for Small Construction or Installation Project)**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and General Conditions pertaining to the Contract
- The VILLAGE’S Project Manual for the Work as described in Section 2 hereunder
  - The Invitation to Bid
  - The Instructions to the Bidders
- The Bid Proposal as it is responsive to the VILLAGE’s bid requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance
- Performance and Payment Bonds required by the VILLAGE

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

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(hereinafter referred to as the “WORK”) as described in the VILLAGE’S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Unit Prices (if any):

_____	_____
_____	_____
_____	_____

Alternates chosen:

\_\_\_\_\_  
\_\_\_\_\_

TOTAL: \_\_\_\_\_ No/100 (\$ \_\_\_\_\_) Dollars  
(hereinafter referred to as the “CONTRACT SUM.”) The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by \_\_\_\_\_, (hereinafter referred to as the “CONTRACT TIME.”) Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day’s written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent,

trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

**SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park

from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

Name:

Address:

Telephone:

Facsimile:

e-mail:

To the CONTRACTOR:

Name:

Address:

Telephone:

Facsimile:

e-mail:

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: Village Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_