Request for Proposal – Stockton Township Public Library's HVAC Equipment Replacement Project



# Stockton Township Library Your Adventure Begins Here

Stockton Township Public Library, Stockton, Illinois

November 2024

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# Stockton Township Public Library Leadership Team:

Library Director: Claire Smunt

#### Stockton Township Public Library Board of Trustees:

Terry Sertle	President
Deb Huso	Vice President
Gael Brewbaker	Secretary
Pat Mollitor	Treasurer
Amy Haas	Board Member
Jacquie Meli	Board Member
Lillian Townsend	Board Member

# **Invitation for Bids**

# The Stockton Township Public Library is requesting proposals for the replacement of HVAC equipment at the Stockton Township Public Library.

Sealed bids shall be accepted by the Stockton Township Public Library located at 140 W Benton Ave, Stockton, IL 61085. The deadline for applying will be 5:00 PM on Wednesday November 27, 2024.

The contractor will be responsible for complying with all local, state, and federal regulations pertaining to this project.

It is the intent of the Stockton Township Public Library to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the bidding requirements. The Library reserves the right to reject any or all bids and to waive informalities or technicalities.

Bid documents are only available on the website: <u>http://www.stocktonlibrary.org</u>. Please sign up for bid notifications with a valid email address in order to receive updates, addendums, and responses to contractor questions. All questions regarding this project must be emailed to <u>claires@stocktonlibrary.org</u>, and all answers will be posted in related documents on the library's bid page under a bid-related document named "Contractor Questions and Answers."

#### Instructions to Bidders:

Sealed bids must be submitted on or before 5:00 PM on November 27<sup>th</sup> 2024, and will be opened at the regularly scheduled BOT meeting on Monday December 9<sup>th</sup> 2024. Bids may be hand-delivered or mailed to the Stockton Township Public Library located at 140 W Benton Ave, Stockton, IL 61085.

#### Proposal Items to be Signed, Filled in, and/or included:

- 1. Special Provisions (Pages # 6-10)
- 2. Bid Form for Project (Page # 11)
- 3. Non-Collusion Affidavit of Prime Bidder (Page # 12)
- 4. Agreement for Project (Pages # 13-14)
- 5. Proof of Liability insurance (Page # 9)

#### 5. **RFP Deadline:**

Wednesday November 27<sup>th</sup> 2024

5:00 PM Central Standard Time Stockton Township Public Library 140 W Benton Ave Stockton, IL 61085

#### Special Provisions SP-1 Scope of Work

Please do not include any proprietary controls or equipment; installed equipment needs to be able to be serviced by any licensed HVAC contractor.

#### Replacement of existing (3) furnaces and (3) central air conditioning systems.

- 1. Removal and disposal of existing units.
- 2. Furnish and installation of (3) new 96% furnaces and (3) new central air conditioning systems.
- 3. Reconnect and rework as necessary for proper system installation to existing gas, electric, and supply and returns.
- 4. All parts and labor to complete the project.
- 5. Labor and parts warranty.
- 6. \_\_\_\_ Contractors Initials, denotes acceptance of SP-1

#### SP-2 Time of Project Completion

- The work which the contractor is to perform under this contract shall begin once the "Notice to Proceed" (see page # 15) is signed by the Library and shall continue until project completion.

\_\_\_\_\_ Contractors Initials, denotes acceptance of SP-2

#### SP-3 Prime Contractor Requirements (Limitations on Subcontracting)

- In order to be awarded this contract the prime contractor must perform at least 51 percent of the cost of the contract with their own employees.
- Work to be performed by subsidiaries or other affiliates of the prime contractor is not counted as being performed by the prime contractor for purposes of determining whether the prime contractor will perform the required percentage of work.
- The contractor will obtain written approval from the Stockton Township Public Library, giving them permission for the use of subcontractors in regard to the completion of cleaning services. The subcontractors' names and addresses of subcontractors' company/s are to be provided to the Library.

\_\_\_\_\_ Contractors Initials, denotes acceptance of SP-3

#### SP-4 Responsibilities of the Contractor and their Subcontractors

- Except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, transportation, and superintendence until the finalization of the project.
- The contractor's personnel will be required to wear identification at all times during the performance of their services. The contractor will ensure personnel maintain a neat, clean, and orderly appearance.

- The contractor shall be responsible for instructing personnel in safety measures and staff safety considered appropriate. The contractor shall not permit such manners as to create safety hazards.
- The contractor shall be responsible for maintaining satisfactory standards of personnel competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
- The contractor shall be responsible for excluding from work such employees as he deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable or whose continued employment or work is deemed by the Stockton Township Public Library to be contrary to the public interest or inconsistent with the best interests of the Stockton Township Public Library.
- The contractor shall ensure all personnel follow and abide by policies and procedures set by the Stockton Township Public Library and its Board of Trustees. The Stockton Township Public Library will provide access and all necessary and reasonable information in order for personnel to effectively provide service.

\_ Contractors Initials, denotes acceptance of SP-4

#### **SP-5 Communications**

- The contractor must sign up for bid notifications with a valid email address in order to receive updates, addendums, and responses to contractor questions.
- All questions regarding this project must be emailed to: <u>claires@stocktonlibrary.org</u>.
- All notices, demands, requests, instructions, approvals, proposals, and claims must be submitted in writing and sent by email to claires@stocktonlibrary.org, with the subject line STPL-ID 10282024. All response questions will be posted under related documents on the

Library's bid page for this project under a bid-related document named "Contractor Questions and Answers."

 Voice communication questions will not be responded to or relayed during the bidding process. Upon award of contract the awarded contractor may communicate freely with the Business Office securely and directly by phone or email. \_\_\_\_ Contractors Initials, denotes acceptance of SP-5

#### **SP-6 General Information**

#### **Bid Details:**

 The right is reserved to accept other than the lowest proposal and to reject any or all proposals. The Stockton Township Public Library reserves the right to waive minor technicalities or irregularities which have no effect on the quality or performance of service. A proposal will be considered non-responsive to the request for proposals if it does not conform to the essential requirements herein. Such proposals will be rejected.

#### **Contract Details:**

- The Stockton Township Public Library reserves the right to terminate the contract without notice in the event the contractor becomes insolvent, is judged bankrupt, or voluntarily abandons or vacates the project.
- Prior to the execution of the contract, the contractor shall furnish to the Library a listing of all contractor personnel entering or working in the building. Said listing shall contain the name, birth date, and photo identification of the employee.
- During the fulfillment of this contract, the contractor agrees to confidentiality between both parties as privileged information deemed critical may be exchanged or exposed due to the ongoing operation of the business. Because of this exposure, the contractor will agree to keep confidential all business activities with the fulfillment of this contract.
- The contractor shall provide, at their own risk, all labor, materials, supervision, tools, equipment, insurance, transportation, and any other items needed or directed, to perform the work described in the specifications.
- The contractor shall be responsible and liable for any and all damage or breakage to any Stockton Township Public Library property. The contractor will replace it with an exact like item or pay for damage at the discretion of the owner. The owner would expect the contractor to report to the owner the time and place of any damage or breakage as soon as possible. Because the contractor does not report the breakage, it does not relieve the contractor from this liability.

- The contractor will be required to submit to the Director at the Stockton Township Public Library in writing the names of at least two representatives who are authorized to act for the contractor. This supervisor shall, at all reasonable times, be available to implement orders or instructions which affect the services to be rendered under this contract.
- If the Stockton Township Public Library requests additional services, such services shall be performed at a cost agreed on between the contractor and the Stockton Township Public Library at that time.

#### **Insurance Requirements:**

- The contractor must provide a certificate of insurance in the following amounts before the actual award of the contract will be made:

Coverage Required Limits	of Liability
<ol> <li>Worker's Compensation Insurance: (including employee's liability)</li> </ol>	\$10,000
<ol> <li>General/Automobile Liability; bodily injury and property damage: (combined single limit damage liability.)</li> </ol>	\$500,000
3. Excess Liability:	\$1,000,000

#### **Payment Details:**

- Payment for services performed as a result of the contract, shall be on a monthly basis and based upon the submission of invoices to the Stockton Township Public Library, 140 W Benton Ave, Stockton, Illinois, 61085.

Contractors Initials, denotes acceptance of SP-6

#### SP-7 Labor Laws

Upon award of contract, the contractor shall comply with all local, state, and federal regulations as regulated by the Department of Labor.

\_\_\_\_\_ Contractors Initials, denotes acceptance of SP-7

### **Bid Form for Project**

TO: The Stockton Township Public Library - 140 W Benton St Stockton, IL 61085

The undersigned, having familiarized themselves with the existing conditions of the project area affecting the cost of the work and with the contract documents as prepared and on file in the office of the Stockton Township Public Library; hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, to perform and complete all work required for the project for the sums of:

**Total Project Sum:** \$\_\_\_\_\_\_, as the sum total for the replacement of HVAC equipment at the Stockton Township Public Library (3 furnace units and 3 air conditioning systems)

#### PLEASE NOTE: Failure to complete all items will disqualify your bid.

1. In submitting this bid, the bidder understands that the right is reserved by this awarding authority to reject any and all bids. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is presented to them for signature.

2. Attached hereto is an affidavit as proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

3. Attached hereto is proof of insurance.

4. The bidder is prepared to submit a financial and experience statement upon request.

5. The principal/s of the bidder/s is/are:

(Name)

(Address, including zip code)

(Signature)

Date

#### Non-Collusion Affidavit of Prime-Bidders

\_\_\_\_\_, being

\_ ,

PRINT NAME

first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative or agent) of

#### CONTRACTOR NAME

the bidder that has submitted the attached bid;

- 2. They are fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid.
- 3. Such a bid is genuine and is not a collusive or sham bid.
- 4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder, or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_ (Signature)

Attest: \_\_\_\_\_

(Witness)

(Title)

## Agreement for Project

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by the Stockton Township Public Library herein called "OWNER", acting through its Director

	(a corporation) (a Partnership) (an individual d.b.a) STRIKE OUT INAPPLICABLE TERMS ABOVE		
of			
	Address		
City	,And Count State	county	

Hereinafter called "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

#### ARTICLE 1. Statement of Work:

- The contractor shall furnish all supervision, technical personnel, labor, materials, machinery tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the project in an efficient and workmanlike manner.

# Total Bid: Stockton Township Public Library's HVAC Equipment Replacement Project

\$\_\_\_\_\_\_, as the sum total for the replacement of HVAC equipment at the Stockton Township Public Library

#### ARTICLE 2. Contract:

- The executed contract documents shall consist of the following:
  - 1. This Agreement
  - 2. Signed Copy of Bid
  - 3. Proof of Carrying Insurance
  - 4. Initialled Copy of Special Provisions
  - 5. Signed Copy of Non-Collusion Affidavit of Prime Bidders

THIS AGREEMENT, together with the other documents enumerated in this Article 2, which said other documents are as fully a part of the contract as if hereto attached, or herein repeated, forms and the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 2 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

#### STOCKTON TOWNSHIP PUBLIC LIBRARY

		OWNER Name
	BY	
		Library Director Signature
Attest		
Board of Trustee President Signature		
	BY	CONTRACTOR Name
		Signature
Attest		

**Notice to Proceed** 

TO ADDRESS:

PROJECT: Stockton Township Public Library's HVAC Equipment Replacement Project

PROJECT NUMBER: STPL-ID 10282024

Before you may start any work at the site, the special provisions provide that you and the owner must each deliver to the other certificates of insurance, with each required to purchase and maintain them in accordance with the contract documents.

Stockton Township Public Library

**Owner Name** 

Director Signature

Date