

# REQUEST FOR BID

## REPLACEMENT WINDOWS

**Bid Submission Deadline:**

**March 10, 2022, at 4:00 PM**

**Bid Opening:**

**March 11, 2022, at 9:00 AM**

**Location Inspection:**

**By appointment only**



### **Palatine Rural Fire Protection District**

**35 North Ela Road**

**Inverness, Illinois 60067**

**(847) 991-8700**

### **BOARD OF TRUSTEES**

Aaron DelMar, President

Matt Moffitt, Treasurer

Robert McKanna, Secretary

FINAL

February 18, 2022

TABLE OF CONTENTS

**LETTER TO BIDDER..... 2**  
**ADVERTISEMENT FOR BID..... 3**  
**GENERAL CONDITIONS..... 4**  
**TERMS AND CONDITIONS OF THIS BID ..... 9**  
**SPECIFICATIONS..... 12**  
**REQUIRED CONTRACT TERMS ..... 14**  
**BID FORM.....19**  
**LABEL FOR SEALED BID ENVELOPE..... 25**



# Palatine Rural Fire Protection District

35 N. Ela Road

Inverness, IL 60067

(847) 991-8700 – Fax (847) 991-8789 [www.prfpd.org](http://www.prfpd.org)



Richard Kurka  
Fire Chief

Scott Mohr  
Deputy Fire Chief

Dawn Andrik  
Administrative Assistant

February 18, 2022

RE: FIRE STATION WINDOW REPLACEMENT  
BID OPENING: MARCH 1, 2022 AT 10:00 AM.

Board of Trustees

Aaron DelMar  
President

Robert McKanna  
Treasurer

Matt Moffitt  
Secretary

Dear Bidder:

Enclosed you will find information relating the Palatine Rural Fire Protection District's intention to contract for Window Replacement located at 35 N. Ela Road, Inverness, IL. The materials enclosed are as follows:

- Advertisement for Bids
- General Conditions for All Bids
- Bid Specifications
- Required Contract Language
- Bid Form and Addendum
- Contractor's Certification of Eligibility
- Affidavit of Experience
- List of Subcontractors
- Label for Sealed Bid Envelope

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

If you have any questions regarding this bid, please contact Chief Richard Kurka.

Sincerely,

A handwritten signature in black ink that reads "Richard Kurka".

Richard Kurka  
Fire Chief

## **ADVERTISEMENT FOR BID**

### **LEGAL NOTICE**

NOTICE is hereby given that the Palatine Rural Fire Protection District is accepting sealed bids for replacement windows, located at 35 N. Ela Road, Inverness, IL. Specifications may be obtained at Palatine Rural Fire Protection District website. For further information, contact Fire Chief Richard Kurka at (847) 991-8700 or visit [www.prfpd.org](http://www.prfpd.org).

Sealed Bids will be accepted at Palatine Rural Fire Station 36, 35 N. Ela Road, Inverness until March 10, 2022 at 4 PM. The bids will be officially opened on March 11, 2022 at 9 AM. The Contract is scheduled to be awarded on or after the March 21, 2022 meeting of the Board of Trustees. The Palatine Rural Fire Protection District reserves the right to reject any or all bids received, to waive any formalities or technicalities of the Bid or to reject any non-responsive bid in the interest of the Palatine Rural Fire Protection District.

**PALATINE RURAL FIRE PROTECTION DISTRICT**

**REQUEST FOR BID ON WINDOW REPLACEMENT**

DATE: February 18, 2022

ITEM: WINDOW

REPLACEMENT

Bids will be received until *March 10, 2022, 4 pm* on the project, specified herein. The public bid opening will take place on *March 11, 2022* at 9 AM, unless modified by the Palatine Rural Fire Protection District (District). All contractors are welcome to attend this opening.

**GENERAL CONDITIONS**

**1. PREPARATION OF BIDS**

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

**2. EXAMINATION**

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

**3. ERRORS AND OMISSIONS**

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

#### **4. TIMELY SUBMISSIONS**

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

#### **5. QUALIFICATIONS OF BIDDERS**

The District may investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid Documents and submit such form with the Bid Form. The District reserves the right to qualify or disqualify bidders because of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate successful completion of five projects similar in scope and magnitude. Bidders must also demonstrate that they have sufficient resources, i.e., capital, laborers, sub-contractors, etc. to accomplish all tasks to complete the project by the specified completion date.

#### **6. TAX EXEMPTION**

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

#### **7. DELIVERY DATE**

Bidder shall complete all work by the date set forth in the Specifications. Failure to deliver within the specified time shall constitute a breach of the agreement.

#### **8. SUBSTITUTIONS**

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

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

#### **9. ADDENDA AND INTERPRETATION**

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

## **10. AWARD SELECTION**

Bids will be awarded to the lowest responsible bidder complying with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, the Palatine Rural Fire Protection District does not award on price alone. The Palatine Rural Fire Protection District also considers the quality of product, as judged by the Palatine Rural Fire Protection District, terms of delivery, serviceability and all other factors permitted by law. If specified on the bid form, awards will be based upon the submitted unit prices. The Palatine Rural Fire Protection District reserves the right to award the Contract to one bidder for the entire project or to any series of bidders for an appropriate portion of the project. The Palatine Rural Fire Protection District also reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended; to increase or decrease the quantities shown on the bid; to reject all price or bids submitted and to waive any formality or technicality. Such decisions shall be final and not subject to recourse.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of ninety (90) days after the date set for the bid opening. Bids are submitted to the Board for approval at a regular meeting of the Board of Trustees for the Palatine Rural Fire Protection District.

## **11. CONTRACT**

The Bidder to whom the project is awarded is required to enter into a contract, with the Palatine Rural Fire Protection District, including the Required Contract Terms substantially in the same form as contained in these Contract Documents

## **12. INVOICING AND PAYMENT**

Terms for payment are as follows:

The District will pay 50% of the total bid price upon entering a contract. The remaining 50% shall be held in retainage until the Project punch list has been completed.

The Bidder shall issue an invoice after acceptance of the work by the District. Invoices shall be typed and sent to the Palatine Rural Fire Protection District containing the following information:

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

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

### **13. COMPLIANCE WITH LAWS**

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

### **14. MATERIALS**

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

### **15. WARRANTY/ GUARANTEE**

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

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

### **16. FAIR EMPLOYMENT**

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

### **17. EQUAL OPPORTUNITY**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This provision shall include, but not



be limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause. The contractor must have adopted and are actively enforcing a sexual harassment policy (with a complaint procedure) and prevention program.

**18. BID BOND**

The Bid Bond requirement is waived for this project.

**20. NON-BARRED BIDDING**

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

**21. PREVAILING WAGE ACT**

The Bidder to whom the work is awarded shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, as required by the Illinois Department of Labor. The Bidder to whom work is awarded agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: Historical Prevailing Wage Rates – Conciliation and Mediation Division (Illinois.gov). The Bidder shall require all subcontractors, sub-subcontractors, and all other lower tiered subcontractors to cause to be inserted into each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. The District shall have the right to immediately terminate Bidder if Bidder violates any provision of the Prevailing Wage Act.

The District may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Owner. The Contractor shall agree to indemnify the Owner for all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. In any case, submission of certified payrolls as required by 820 ILCS 130/5, shall be a condition precedent of payment.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

## **TERMS AND CONDITIONS OF THIS BID**

### **1. SCOPE**

The scope of this project covers replacement of windows at the specified location in accordance with the project specifications.

### **2. PROJECT IDENTIFICATION AND LOCATION**

The project is located at 35 N. Ela Rd, Inverness, IL

### **3. TERMINATION OF THE CONTRACT**

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

### **4. INSURANCE REQUIREMENTS**

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

#### **A. Commercial General and Umbrella Liability Insurance**

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

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

#### **B. Business Auto and Umbrella Liability Insurance**

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

## **C. Workers Compensation Insurance**

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

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

## **D. General Insurance Provisions**

### **1. Evidence of Insurance**

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

Bidder's certificate of insurance shall list the Palatine Rural Fire Protection District, its Board of Trustees, officers, employees, agents, and volunteers as additional insureds.

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

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

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

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

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

### **2. Acceptability of Insurers**

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

### **3. Deductibles and Self-Insured Retentions**

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

#### **4. Subcontractors**

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

#### **E. Indemnification**

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

## SPECIFICATIONS

### **1. LABOR**

All workers involved in the completion of the Window Replacement will be highly skilled and trained for the installation of such windows.

### **2. USE OF PREMISES**

- A. The use of premises will be limited to the work areas indicated.
- B. Keep all driveways and entrances clear and available for normal use.
- C. No areas will be used for parking or storage of materials unless otherwise designated by the building's owner.
- D. Any damage caused by the installation operations will be repaired depending on any unforeseen conditions.
- E. The building and its occupants will be protected during the construction.

### **3. SAFETY**

- A. During all phases of construction, all applicable OSHA standards will be fully complied with.
- B. Material Safety Data Sheets will be always available on the job site.
- C. Appropriate fire suppression equipment will be always on the job site.
- D. Provide temporary barricades to ensure safe passage for pedestrians around ground level equipment, materials, and dumpsters, when necessary.
- E. All flammable materials will be stored away from spark and open flames and Personal Protective Equipment will be worn when needed.

### **4. DEBRIS REMOVAL**

- A. Conduct debris removal operations with minimal interference to streets, sidewalks, and adjacent facilities.
- B. Housekeeping practices during all phases of construction.
- C. Promptly dispose of all debris. Do not allow debris to accumulate on site.
- D. Debris will be hauled away by a licensed special waste contractor, to be legally disposed of, recycling whenever possible.

### **5. GENERAL SCOPE OF WORK**

The work specified herein shall be designed and constructed to comply with acceptable industry standards and to the client's satisfaction.

- 1. Vendor to acquire, deliver and install, all window units.
- 2. Vendor to remove all exterior caulking.
- 3. Vendor will remove existing sashes.
- 4. Vendor will remove the existing frames to the rough opening (full frame replacement).

5. Vendor shall clean the rough opening, inspecting for rotten wood.
6. Vendor shall provide an estimate of the time to be spent on site assembling/constructing structure.
7. Vendor shall install the windows into the rough opening.
8. Vendor shall insulate with minimum expansion foam, covering the exterior with custom formed Tan aluminum, caulking the aluminum to windows, caulking the aluminum to brick and stone sills.
9. Vendor shall clean areas of construction.
10. Vendor shall haul away debris.
11. Vendor shall state time to completion. Preferred is 60–90-day completion time frame once contract is finalized (manufacturer delay excluded).

**7. VENDOR SPECIFICATIONS COMPLIANCE**

1	All materials shall be new.
2	Window products equal or superior to Pella Lifestyle II Series.
3	All windows to be stained Golden Oak interior.
4	All windows to be Tan aluminum clad exterior.
5	All windows to be Hi-Performance Dual Advanced Low-E-Glass with Argon Gas.
6	All windows to have ¾" removable stained Golden Oak interior.
7	All windows to have champagne sash lifts.
8	All windows to have full screens.

**8. WINDOW COMPONENTS**

1	Triple double hung for lower meeting room X 1
2	Twin double hung for fitness room X 3
3	Triple double hung for upstairs meeting room X 1
4	Twin double hung for Deputy Chief's office X 1
5	Twin double hung for kitchen X 1
6	Twin double hung for bunk room X 5
7	Colonial wood grilles for top and bottom on all windows

**9. MINIMUM REQUIRED WARRANTIES**

1. 20-year workmanship warranty from contractor
2. 20-year product warranty
3. Limited Lifetime Wood Warranty
4. 2-year labor service warranty

## Required Contract Terms

### **PALATINE RURAL FIRE PROTECTION DISTRICT**

#### **Fire Station Window Replacement Project**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2022 by and between the Palatine Rural Fire Protection District, Cook County, Illinois, an Illinois unit of local government (the "Fire District") with its principal place of business at 35 N. Ela Road, Inverness, Illinois and \_\_\_\_\_, a(n) [Corporation/Partnership, Sole Proprietorship/Individual], with its principal place of business at \_\_\_\_\_ ("Vendor"), collectively the "Parties."

#### WITNESSETH

That the Fire District and Vendor, for the consideration hereinafter named, agree as follows:

#### **1. AGREEMENT**

The Vendor shall provide all the labor and any necessary materials required to complete the Window Replacement. The work and any materials agreed to be furnished for the Project shall be completed in accordance with the Bid Documents. The Fire District agrees to pay Vendor for the performance of his/her work and the furnishing of any necessary materials in the sum of \_\_\_ (\$) in accordance with the payment terms set forth in the Contract Documents.

#### **2. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement between the Fire District and the Vendor and the Legal Notice, Letter to Bidder, General Conditions, Terms and Conditions, Bid Form and Project Manual ("Bid Documents"), any addenda issued prior to the execution of this Agreement and Modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

The Contract Documents comprise the entire Agreement between the Parties and no statement, promise or inducement made by either party to the other or to the agency of the other party that is not contained in this written Agreement shall be valid or binding.

#### **3. INSURANCE**

Insurance shall be provided as required under Terms and Conditions, Section 4.

#### **4. COMPLETION DATE**

The Vendor agrees to complete the work required to complete the Project within [\_\_\_\_\_] days from notice to proceed,) or, [the time of completion set forth in the Bid Form (or other Contract Document)]. Failure to complete the work by the specified date(s) shall constitute a material breach of the Contract entitling the Fire District to immediately replace the Vendor at the Fire District's sole option.

## **5. PERFORMANCE OF WORK**

Vendor agrees to perform all work in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors procured by Fire District for the work.

Vendor, on receipt of this contract executed by the Fire District, shall immediately place orders for materials and otherwise commence the work immediately. No claim for extras shall be allowed unless such claim shall be first submitted in writing to the Fire District and approved in writing by an authorized agent of the Fire District. All extras shall be subject to approval pursuant to the Fire District's change order process and in accordance with the applicable law.

## **6. INDEPENDENT CONTRACTOR**

Vendor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it, as well as any persons or agents as it may employ are not employees of the Fire District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

## **7. PAYMENT**

Terms for payment are as set forth in the General Conditions in the Bid Documents.

## **8. ASSIGNMENT**

This Agreement is non-assignable in whole or party by the Vendor, and any assignment shall be void without prior written consent of the Fire District.

## **9. WAIVER**

Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract.

## **10. TIME**

Time is of the essence for all matters concerning this Agreement.

## **11. HUMAN RIGHTS ACT**



Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) (“Rights Act”), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

- a statement of illegality of sexual harassment
- the definition of sexual harassment under Illinois law
- a description of sexual harassment utilizing examples
- an internal complaint process, including penalties
- the legal resource, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”)
- directions on how to contact the Department and the Commission; and
- protection against retaliation as provided by Section 6-101 of the Rights Act

The Vendor understands, represents, and warrants to the Owner that Vendor and its subcontractors (for which the Vendor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract.

However, any forbearance or delay by the Owner in canceling this Contract shall not be construed as, and does not constitute, Owner’s consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

## **12. TERMINATION**

The Fire District may, at any time and in accordance with the Bid Documents, terminate the Contract in whole or in part for the convenience of the Fire District and without cause. Termination by the Fire District under this section shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Fire District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that the Fire District may direct, for the protection and preservation of the terminated work. The Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages resulting from termination for convenience under this Section.

## **13. CHOICE OF LAW, BREACH AND REMEDIES**

Any suit or action arising under this Contract shall be commenced in the Circuit Court of Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the Fire District shall be entitled to an award of reasonable attorney’s fees and costs of litigation if Vendor is found liable. Vendor, its successors, or assigns shall maintain no suit or action, against Fire District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year from the Fire District’s acceptance of the work performed herein.

Vendor acknowledges that each provision of this Agreement is important and material to the business and success of the Fire District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Vendor shall also pay to the Fire District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Fire District's reasonable attorney fees.

#### **14. PREVAILING WAGE ACT**

All contracts for Work herein are subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 *et.seq.*, providing for the payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work provided for by this Agreement, The Contractor agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: Historical Prevailing Wage Rates – Conciliation and Mediation Division (Illinois.gov). The Fire District may at any time inquire of the Vendor as to rates of wages being paid employees of the Vendor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Vendor. The Vendor shall agree to indemnify the Fire District for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. Submission of certified payrolls as required by 820 ILCS 130/5, shall be a condition precedent of payment.

The Vendor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals and year first above written.

FIRE DISTRICT

VENDOR

By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President

By:

Board of Trustees \_\_\_\_\_

ATTEST

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

By:

\_\_\_\_\_  
Secretary

Board of Trustees

# BID FORM

## PALATINE RURAL FIRE PROTECTION DISTRICT

### Fire Station Window Replacement Project

#### A. ACKNOWLEDGMENT

By its signature below, the Bidder acknowledges it understands the scope of the project and shall willingly comply with the guidelines set forth in these documents. The Bid Documents are composed of the following documents, which the Bidder acknowledges it has received in full:

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

If any of the above documents have been omitted, please contact the Palatine Rural Fire Protection District immediately to receive replacements for the missing documents.

#### B. PROPOSAL

The undersigned has carefully examined the General Conditions and All Bids, the Terms and Conditions for this bid, insurance requirements, Specifications, and Bid Form and proposes to provide the labor, supplies, and materials in order to complete the Project described in this bid packet, for the following LUMP SUM AMOUNT:

\$ \_\_\_\_\_

**C. ADDENDUM**

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

ADDENDUM NO. 1

---

Signature

Title

ADDENDUM NO. 2

---

Signature

Title

ADDENDUM NO. 3

---

Signature

Title

ADDENDUM NO. 4

---

Signature

Title

ADDENDUM NO. 5

---

Signature

Title

ADDENDUM NO. 6

---

Signature

Title

ADDENDUM NO. 7

---

Signature

Title

**D. AFFIDAVIT OF EXPERIENCE** (This Affidavit must be executed)

STATE OF \_\_\_\_\_ )

)SS: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, says that he/she is

\_\_\_\_\_ of \_\_\_\_\_,  
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Palatine Rural Fire Protection District to contact the individuals listed below.

<u>Project Name</u>	<u>Contact</u>	<u>Phone #</u>	<u>Completion Date</u>
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.

\_\_\_\_\_

(Signature)

**E. LIST OF SUBCONTRACTORS AND SUPPLIERS**

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

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

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

Subcontractors

Work Assignment


Suppliers

Material


**F. CERTIFICATIONS AND SIGNATURE**

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

It is understood and agreed that the Palatine Rural Fire Protection District reserves the right to accept or reject anyor all bids and to waive any formality in any bid received.

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

---

Name of Person or Entity submitting this Bid

---

Street Address

---

City

State

Zip

---

Telephone Number

Fax Number

Bid Form is not valid unless properly signed:

---

SIGNATURE

---

Date



**G. CONTRACTOR'S CERTIFICATION OF ELIGIBILITY**

In Compliance 720 ILCS 5/33E-11:

\_\_\_\_\_, a(n) \_\_\_\_\_  
Print name of Contractor Individual, Partnership, Corporation

as part of his bid on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

\_\_\_\_\_  
Date

Contractor  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_ Notary Public: \_\_\_\_\_

# **LABEL FOR SEALED BID ENVELOPE**

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

Return to:

**Palatine Rural Fire Protection District  
35 North Ela Road  
Inverness, Illinois 60067**

**ATTENTION: WINDOW REPLACEMENT**