

Village of Bensenville
REQUEST FOR QUALIFICATIONS (RFQ)

FOR DESIGN AND BUILD OF ICE ARENAS FLOOR REPLACEMENT AND MECHANICAL ROOM UPGRADES FOR THE VILLAGE OF BENSENVILLE

NOTICE IS HEREBY GIVEN that the Village of Bensenville, hereinafter referred to as the VILLAGE, is seeking qualifications for "Design and Build" for the award of a contract to design, remove and install two (2) ice arena floor systems and other mechanical room and refrigeration system upgrades as specified in the scope of service. Each proposal must conform and be responsive to the specifications in the Request for Qualifications (RFQ).

To acquire the specifications and qualifications packet you may contact the VILLAGE at (630) 594 – 1142 or email Todd Finner at: tfinner@bensenville.il.us The qualifications package will also be posted on the Village website www.bensenville.il.us under the Business tab or directly to <http://www.bensenville.il.us/Bids.aspx> .

All proposals must be received by the Village no later than 9:30 am on December 5, 2016 in the format specified by the Village. One (1) original and three (3) copies of the proposal must be submitted in a sealed opaque envelope addressed as follows:

Village of Bensenville
Attn: Corey Williamsen
Deputy Village Clerk
12 S Center St.
Bensenville, IL 60106

"RFQ FOR ARENA FLOOR REPLACEMENT DESIGN AND BUILD PROJECT FOR THE VILLAGE OF BENSENVILLE"

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq.

The VILLAGE reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the VILLAGE.

All questions and inquiries can be address by phone or email upon request to: Todd Finner at (630) 594 – 1142 or tfinner@bensenville.il.us. Any changes will be issued by the Director of Recreation and Community Events in the form of an addendum to the RFQ no later than November 28, 2016. Addenda will be posted to Village website by November 29, 2016.

Any RFQ submitted unsealed, unsigned, via fax or email transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

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SECTION 1 – PROJECT OVERVIEW

The Village of Bensenville owns and operates a twin-sheet skating facility housed in a pre-engineered steel building structure. The facility is known as the Edge on Jefferson Street and was constructed in 1998. It is located at 735 East Jefferson Street, Bensenville, IL 60106.

The ice systems at both arenas were installed by Cimco Refrigeration and include indirect style, industrial quality refrigeration plants using ammonia as the primary refrigerant, and calcium chloride brine as the secondary coolant. The rink floors are 5" thickness reinforced concrete with 1" polyethylene tubing at 4" on center and 6" steel headers encased in concrete below the floors. The rink floors at the Edge on Jefferson Street are 85' width by 200' length. Dasher boards at both rinks were installed in 1998/1999 and were manufactured by Becker Arena Products.

The rink floors have provided good quality ice skating conditions for many years, however there are currently no fully-functioning subsoil heating systems at either of the rinks. One of the rinks is severely frost-heaved by as much as 7 inches, and the other rink has experienced a similar degree of frost heave in the past. The concrete surfaces of the rinks have moderate to severe cracking due to the heaving movements.

This Request for Qualifications is to solicit proposals to demonstrate the ability to remove the existing two (2) rink floors, design and install two (2) new rink floor systems; remove permafrost; remove and replace two (2) evaporative condensers units; make several mechanical room upgrades, replacement of three (3) brine pumps and relating piping and installation of -*9new dasher board and kick plate sheeting.

SECTION 2 – SCOPE OF SERVICES

- A. REMOVAL AND DISPOSAL OF EXISTING RINK FLOOR SYSTEMS: Saw cut and remove existing 5" thickness concrete surface ice rink floors with 1" poly piping at 4" on the center, fed by 6" steel headers. Also to be removed are the 3" thickness sub slab insulation layer and the subfloor heating system, which consists of 1" poly tubing at 24" on center, fed by 3" steel header piping and located in a 7" thickness bed of clean sand. Existing calcium chloride brine will be removed from the rink floors, subsoil heat systems, and transmission mains and disposed of prior to start of demolition work. Based on results of the *ground penetrating radar scan (GPR), the East rink exhibits a frost depth from 13 ft. to 19 ft. and the West Rink shows an average depth of approximately 13 ft. Frost will be removed using diesel powered ground thaw machines. The thawing machines will be located outdoors, and rubber hoses will transmit heated glycol into the building and through a network of hoses placed on the surface of the frozen rink subsoil. Dasher board components will be removed from the rinks and stored outside for reinstallation after the rink floors are replaced.

**Full reports on frost depth are available upon request.*

- B. DESIGN AND INSTALL TWO RINK FLOOR SYSTEMS (Minimum Requirements):
1. Dimensions. Skating surface 85'-0" x 200'-0", with 28'-0" radiuses for the Edge on Jefferson East and West Rinks.
 2. Rink Surface. 5" thickness concrete, intended for conventional off-season uses that will not generate unusually high loading, 4,000 PSI strength, reinforced with No. 4 rebar and wire mesh, smooth troweled finish with silane sealer. 1" width formed rubber expansion joint at perimeter edge of slab.

3. Refrigeration Piping. 1" fusion welded polyethylene piping at 4" O.C., 8" polyethylene supply and return headers located near centerline of each rink.
 4. Rink Insulation. Extruded polystyrene, two layers, each 1-1/2" thickness, covered with 6 mil poly vapor barrier/slip sheet.
 5. Subsoil Drainage System. 4" diameter corrugated poly drain tile around perimeter edge of rinks, and crossing the rinks at 30'-0" spacing. Drainage systems must outlet to the storm sewer system.
 6. Subsoil Heating System. 1" fusion welded polyethylene piping at 18" O.C. throughout entire rink area, at a depth of 6" below the rink insulation. 3" polyethylene headers located near center of each rink. Fusion welded piping joints will eliminate potential for leaking as has been experienced with existing subsoil heat systems. New heat exchangers will be provided to separate the subsoil heating systems from the snowmelt heat systems, which will allow the subsoil temperature to be more closely controlled, and will allow glycol heat transfer fluid to be used rather than brine.
- C. DASHER BOARDS: The existing dasher boards are in usable condition. No improvements to the existing dasher boards are proposed in the base scope of the project. In order to complete the floor replacement work, the existing dasher boards will need to be removed, stored, and replaced at their original configurations. Existing cast-in insert anchors for mounting of the dasher boards will be reused.
- ALTERNATIVE BID – DASHER BOARD IMPROVEMENTS: Please include an alternative bid to include replacement of old existing polyethylene facing panels and kickplates and repairs of broken welds and worn hardware.
- D. REFRIGERATION AND MECHANICAL SYSTEMS:
1. Evaporative Condensers. New evaporative condensers will be provided and installed, sized to provide heat dissipation from the refrigeration plants on a year-round basis. Condenser fans will include variable speed drives, to improve energy efficiency and longevity of the motors, and to reduce the fan sound level. Existing steel support structures will be reused, and will be cleaned and repainted.
 2. Chiller Service. The flooded chiller at Edge on Jefferson has been operated with what appears to be contaminated brine, and where piping has been removed for maintenance of the system, the piping has a significant internal buildup of mineral deposits. Since a chiller requires clean, mineral free surfaces to provide the necessary heat transfer, the Edge on Jefferson chiller vessel should be opened up to allow inspection and possible cleaning or replacement of the steel brine tubes. Please identify the cost of repair or replacement of Chiller bundle as an alternate bid to the inspection.
 3. Rink Brine Pump Assembly and Motors. The existing three (3) rink brine pump assemblies and motors will need to be replaced to fit the specific pumping conditions as presented by the new piping system and transmission mains.
 4. Pump Skid Modification. Remove deteriorated existing pump skid and replace with new fabrication designed to fit replacement pump assemblies.
 5. Pressure Relief Valves: The existing ammonia pressure relief valves (approximately 20 between the two refrigeration plants) are over five (5) years old. All need replacement since code required replacement at no more than five (5) year intervals.
 6. Re-Design Expansion/Fill/Bleed tank system: Improve upon the current brine expansion/fill/vent system to ensure that brine system achieves a steady full charge of brine, removes the risk of air entering the system and meet the capacity requirements necessary to handle the expansion or contraction of brine in this system.

- E. MECHANICAL ROOM SAFETY IMPROVEMENTS: A review of the two existing refrigeration equipment rooms was performed in the summer of 2016. The following areas listed below will need to be repaired and noted as part of this proposal.

Jefferson Street Arena

- a. The equipment room is required to be separated from adjacent spaces with a minimum 1-hour fire rated separation. It is unknown if the walls, ceilings, and doors were constructed with 1 – hour ratings.
- b. There are two inlet air dampers located on the south wall of the room that do not have fire dampers, and the southerly louver is open to the adjacent corridor at all times. The room requires a 1 – hour fire separation from all adjacent spaces, and openings that allow the movement of ammonia vapor must be sealed.
- c. There is a “crash bar” exit device on the exit door to the building exterior, but not on the other two exit doors from the room.
- d. No refrigeration system shutdown switches at exit doors from the room.
- e. Although there is an ammonia leak detection system, there are no leak alarm horns or lights outside the exit doors from the room.
- f. No required safety signage at exit doors from the room.
- g. No eyewash or deluge shower near the equipment room.
- h. Interior doors need better perimeter edge gaskets to prevent ammonia from passing to adjacent occupied spaces.
- i. An ammonia sensor is required in the pressure relief vent line.
- j. No ammonia dispersion water tank in the relief venting system.
- k. The emergency exhaust fan is located too close to doors into the building. They must be separated by minimum 20 feet to prevent fan discharge from entering the building. The fan air movement capacity is unknown, and should be verified to be a minimum of 3,150 CFM (based on stated 986 pound ammonia charge).
- l. An ammonia release valve is located outside the building, and is intended to allow a fireman to manually release the full system ammonia charge to the atmosphere in the event of a major fire inside the equipment room. The valve is protected by a glass cover that would allow a vandal to easily access the valve and release the ammonia. A more substantial metal cover should be added, or the release valve could possibly be eliminated since it is not required by current code.

John Street Arena

- a. The equipment room is required to be separated from adjacent spaces with a minimum 1-hour fire rated separation. It is unknown if the walls, ceilings, and doors were constructed with 1 – hour ratings.
- b. One exit door from the room leads directly to an adjacent public indoor swimming pool. This door should be permanently sealed, and a new door that leads directly to the building exterior added into the north wall.
- c. There are no “crash bar” exit devices on the exit doors from the room.
- d. No refrigeration system shutdown switches at exit doors from the room.
- e. No required safety signage at exit doors from the room.
- f. Although there is an eyewash inside the equipment room, there is no eyewash or deluge shower just outside the room that is usable in the event that there are ammonia fumes in the room and immediate exiting is required.

- g. All doors need perimeter edge gaskets to prevent ammonia from the passing to adjacent occupied spaces.
- h. An ammonia sensor is required in the pressure relief vent line.
- i. No ammonia dispersion water tank in the relief venting system.
- j. The emergency exhaust fan is located too close to the air inlet into the room. They must be separated by a minimum 20 feet to prevent fan discharge from entering the building. The fan air movement capacity is unknown, but appears to be inadequate, and should be increased to a minimum of 2,650 CFM (based on stated 700 pound ammonia charge). Control of the fan through the ammonia leak sensing system should be verified.

SECTION 3 – EVALUATION CRITERIA

This will be a competitive proposal and will be awarded to the company that, in the opinion of the VILLAGE, is best qualified to serve the VILLAGE and best responds to this request for qualifications. **Firms deemed as most qualified to serve the VILLAGE will be selected based on evaluation of qualifications and subject to analysis of price.** Evaluation criteria will include but not be limited to the following factors:

1. Qualifications and experience of firm dealing with ice arena floor replacement, refrigeration system improvements and ice rink construction projects.
2. Names and duties of the individuals that will be involved in this project as well as the resumes and professional experience/qualifications.
3. Equipment/Products and Related Resources.
4. Warranty and Pricing
5. Methodology and Approach for Scope of Work.
6. Identify measures to prevent future problems with the rink floors systems.
7. Availability and adequacy, in both number and quality of staff to perform all functions required for the proposed service to demonstrate the ability to ensure project completion by September 1, 2017.
8. Ability to meet project schedule and within budget.
9. Presentation of a detailed project timeline.
10. Demonstration of working successfully with municipal staff, advisory committees and providing effective leadership within public forums on similar projects.
11. Pricing

The VILLAGE reserves the right to interview any or all potential firms.

Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies and risks associated with each Proposal. Interviews with firms may be held at the discretion the evaluation committee. The Village reserves the right to obtain clarification or additional information with any firm in regards to its Proposal. The Village requests one electronic version of the proposal on CD/DVD/Flash Drive.

The Village reserves the sole right to select the most qualified firm(s) on basis that is most advantageous to the Village.

SECTION 4 – PROPOSAL FORMAT

Proposals shall be arranged as follows:

Tab 1: Qualifications and experience of firm in dealing with ice arena floor replacement, refrigeration system improvements and ice rink construction projects.

- A. List no more than five (5) relevant related projects, either currently in progress or having been completed within the past five (5) years, containing the same or similar type of flooring design and installation work comparable to this Project, listed as follows:
 - List only projects involving the key team members or subcontractors proposed for this Project.
 - List projects in date order with the newest projects listed first and include the following:
 - Brief project description
 - Owner's representative having knowledge of the firm's work, include the contact name, phone, email, address; and
 - Contract dollar amount and total time period involved.
- B. Highlight any project completed under similar schedule restrictions and discuss the methods, approach and controls used on that project to complete in an effective, timely, and economical manner.

Tab 2: Names and duties of the individuals that will be involved in this project as well as the resumes and professional experience/qualifications.

Tab 3: Equipment/Products and Related Resources

- A. Provide a detailed description of the ice floor system the Firm will provide, including design, concrete specification, drainage methods, cooling pipe material specifications, insulation material and specifications, underfloor warming system specifications and design. Include diagrams, product data and samples. Include description of the quality, reliability, durability and life cycle cost. Photographs and full manufacturer's specifications should be included.
- B. Highlight any special features of the floor installation if and where applicable.

Tab 4: Warranty and Pricing

- A. Provide product warranties and service guarantees for those items proposed for this Project.
- B. Provide the firm's guaranteed time response to requests by the Village for warranty repairs.

Tab 5: Methodology and Approach – Ice Floor Design and Installation

- A. Provide a description of the design process for this project.
- B. Provide a description of installation procedures. Include a list of proposed subcontractor(s) and describe their responsibilities.
- C. Address needs for on-site storage and staging requirements necessary for this project.
- D. Provide a single point of contact to the Village who will manage and oversee the entire design and installation operation. Please specify the amount of time this person will be onsite during construction.

Tab 6: Identify Measures to Prevent Future Problems with Rink Floor Systems

- A. Identify Existing Problems with Rink Floor.
- B. List design and construction measures necessary to prevent future problems with the rink floor system.

- Tab 7:** Availability and adequacy, in both number and quality of staff to perform all functions required for the proposed service to demonstrate the ability to ensure project completion by September 1, 2017.
- Tab 8:** Ability to Meet Project Schedule and Within Budget
- Tab 9:** Presentation of a Detailed Project Timeline
- Tab 10:** Demonstration of working successfully with municipal staff, advisory committees and providing effective leadership within public forums on similar projects.
- Tab 11:** Provide a basic price list for the flooring installation and other work listed in Section 2, Scope of Services that meets the minimum project requirements and specifications provided in Section 2, Scope of Services. (See “Proposal Form 5 – Bid Price Form”). Said fee proposal shall be listed on “Proposal Form 5 – Bid Price Form” and shall be sealed in separate envelope included with proposal.

SECTION 5 – ANTICIPATED SCHEDULE

SCHEDULE FOR PROPOSAL EVALUATION AND CONSTRUCTION PROCESS

November 9, 2016	Notification of RFQ/RFQ posted on VILLAGE website
Upon Request	Distribution of RFQ to all interested Vendors
December 5, 2016	Proposal due by 9:30 am to: The Village of Bensenville Board Room Attn: Corey Williamsen, Deputy Village Clerk 12 S. Center Street Bensenville, IL 60106
December 5 - 6, 2016	Evaluation
December 7, 2016	Scoping, Negotiations, Selection
December 13, 2016	Present Selection to Committee/Board Approval
March 27, 2017	Construction Commences
September 1, 2017	Arenas are open for business

SECTION 6 - INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Company shall include in a separate sealed envelope a proposed lump sum fee to complete the outlined scope of work for the project broken out by design, bidding and each component of construction listed in the scope of services as shown below.

- Design
- Bidding
- Removal of Disposal of Existing Rink Floors Systems (Section 2.A)
- Design and Install Two Rink Floor Systems (Section 2.B)
- Dasher Boards (Section 2.C – alternative bid – dasher board improvements)
- Refrigeration and Mechanical Systems (Section 2.D)
 - a. Evaporative Condensers
 - b. Chiller Service
 - c. Rink Brine Pump Assembly and Motors
 - d. Pump Skid Reconstruction
 - e. Pressure Relief Valves
 - f. Re-Design Expansion/Fill/Vent Brine Tank System
- Mechanical Room Safety Improvements (Section 2.E)
 - a. Jefferson Street Arena
 - b. John Street Arena

The Village of Bensenville shall review qualifications and score prior to opening proposed fee for services. Final decision will be based upon the qualifications ratings and fee proposed. Include anticipated total construction project cost. The Village may choose not to proceed with any further work upon completion of pre-design, design and bidding, at the discretion of the Village of Bensenville.

AVAILABILITY OF PROPOSALS: To obtain the specifications and proposal package you may contact Todd Finner at (630) 594 -1142, or email at tfinner@bensenville.il.us. The proposal package will also be posted on the VILLAGE website at <http://www.bensenville.il.us/Bids.aspx>.

PROPOSAL SUBMITTAL: Submit one (1) original proposal, two (2) identical hardcopies and an electronic version on jump drive. Proposals must be addressed and delivered no later than **9:30 am on December 5, 2016**. Please plan deliveries accordingly. Mailing Address: The Village of Bensenville, Attn: Corey Williamsen, Deputy Village Clerk, 12 S. Center Street, Bensenville, IL 60106. Proposals not received by the Village of Bensenville VILLAGE by the closing date and time indicated above will not be accepted. Proposals shall be placed in a sealed envelope bearing on the outside the submitter's company name and address, along with **"RFQ FOR ARENA FLOOR REPLACEMENT DESIGN AND BUILD PROJECT FOR THE VILLAGE OF BENSENVILLE"**. At that time the envelopes will be forwarded to the committee for review.

The VILLAGE will not be responsible for and will not accept late proposals due to delayed mail delivery or courier services. PROPOSALS may be mailed or hand carried, but it is the responsibility of the BIDDER to make sure the PROPOSAL is received by the VILLAGE prior to the deadline. Proposals received after the deadline for closing will be returned unopened unless necessary for identification purposes. VILLAGE is not responsible for mail/messenger delays.

PRESENTATION OF PROPOSAL: All information requested should be submitted. Failure to submit all information requested may result in lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected. Failure to follow the instructions herein will be considered a reflection of the respondent's ability to perform the requirements of the contract. Any supplemental information the respondent wishes to include to enhance its response may be attached to the submission.

Proposals should be presented in a neat, business-like manner. Disorderly submittals, or those that are illegible or otherwise unreadable, will receive a lower evaluation or be subject to rejection. Disorganized or unreadable submissions will be considered a reflection of the respondent's ability to perform the requirements of the contract.

Any and all costs incurred by the respondent in the preparation and delivery of the proposal or subsequent requests for information are those of the respondent and will not be reimbursed by the VILLAGE.

DOCUMENTS ACCOMPANYING PROPOSAL: The Bidder has submitted with this Proposal the following:

- A. Proposal Form 1 - Hold Harmless Agreement
- B. Proposal Form 2 - Non-Collusion Affidavit
- C. Proposal Form 3 - Village of Bensenville Proposal Compliance Certification
- D. Proposal Form 4 - Proposal Signature Form
- E. Proposal Form 5 - Bid Price Form

REQUEST FOR INFORMATION: All questions and inquiries should be directed to Todd Finner by phone at (630) 594-1142, by email at tfinner@bensenville.il.us or by fax at (630) 594 – 1143 by December 4th, 2016.

CHANGES TO THE PROPOSAL: Vendors should verify their proposals prior to the submission to the VILLAGE. No proposal can be altered, corrected, or signed after opening. The VILLAGE will not be responsible for errors or omissions on the part of the vendor in making up its proposal. Once a proposal has been opened, it is subject to acceptance by the VILLAGE as submitted. No verbal changes to a proposal will be accepted.

WITHDRAWAL OF PROPOSAL: Any responder may withdraw its proposal by written request delivered to the VILLAGE prior to the scheduled closing time for receipt of proposals. In the event a responder submitting a proposal shall seek to withdraw its proposal, it shall be the sole and exclusive responsibility of the responder to notify the VILLAGE of such withdrawal prior to the proposal closing date/time. Any written notice of withdrawal of a submitted proposal received after the scheduled closing time for receipt of the proposals shall not be considered by the VILLAGE or effective to withdraw such proposal.

INTERPRETATION OF PROPOSAL DOCUMENTS: If any responder is in doubt as to the true meaning of any part of the specifications or other portions of the proposal documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the PROPOSAL documents with applicable rules, regulations, ordinance and/or laws, a written request for an interpretation or correction may be submitted to the VILLAGE. It is the sole responsibility of the responder to assure delivery of written questions or inquiries. Written questions or inquiries should be faxed or emailed on or before December 5th to Todd Finner at the following email address: tfinner@bensenville.il.us or fax to (630) 594-1143. The person submitting the request will be responsible for its prompt delivery within the time limit written above. Failure to request interpretation or clarification of the specifications or other portions of the PROPOSAL documents shall be deemed a waiver to any discrepancy, defect, or conflict therein.

Any interpretation or correction of the contract documents shall be made only by written addendum duly issued by the VILLAGE. A copy of any such addendum will be emailed or faxed. No person is authorized to render an oral interpretation or correction of any portion of the contract documents to any responder, and no responder is authorized to rely on any such oral interpretation or correction.

VILLAGE'S RIGHT TO MODIFY PROPOSAL DOCUMENTS: Prior to the public opening and reading of proposals, the VILLAGE expressly reserves the right to modify the work, the PROPOSAL documents, or any portion(s) thereof by the issuance of written addenda. In the event the VILLAGE shall modify any portion of the PROPOSAL documents pursuant to the foregoing, the proposal submitted by any responder shall be deemed to include any and all modifications reflected in any addenda issued.

INDEMNIFICATION/LIMITATION OF LIABILITY: The firm submitting this proposal shall indemnify, hold harmless, and defend the VILLAGE, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations because, or arising from, the acts or omissions of the Vendor, or of persons acting on behalf of the Vendor, however caused, in the performance of the services specified herein. The firm issuing this proposal hereby waives and releases the VILLAGE from any claims Vendor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the VILLAGE, its employees, or agents, except to the extent caused by the Village's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the VILLAGE be liable for any loss of firm's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the VILLAGE has been advised in advance of the possibility of such damages. This shall constitute the VILLAGE's sole liability to Vendor and Vendor's exclusive remedies against the VILLAGE.

BRAND NAMES: Any reference to brand name in the RFP is intended to be descriptive but not restrictive unless otherwise specified. Proposals offering equivalent items that meet or exceed the standards of quality specified will be considered. All substitutions or equal products are to be clearly indicated and specifying the brand name. The VILLAGE reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The VILLAGE may require additional descriptive material and a sample.

PRODUCT AND EVALUATION: If requested, the vendor shall submit, product information for equipment and materials intended to be used during the course of this project, at no charge to the Village of Bensenville. Each piece of equipment or material shall be subject to an evaluation process conducted by a representative group within the VILLAGE. The decision of the VILLAGE regarding each or any item shall be final.

WORKER'S COMPENSATION INSURANCE: Proposing firm agrees to comply fully with all provisions of all applicable worker's compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of the proposing firm performing this Agreement files a worker's compensation claim against the VILLAGE, Vendor agrees to defend and hold the VILLAGE harmless from such claim.

PROPOSAL VALIDITY: No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals. All withdrawals must be in writing.

COMPETENCY OF BIDDER: In selecting the responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the proposal. By submitting a proposal, each Bidder agrees that the VILLAGE, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the Bidder's performance of the work.

PUBLIC INFORMATION: All materials received by the VILLAGE in response to this Request for Qualifications shall be made available to the public. If any part of the submitting firm's materials is proprietary or confidential, the Bidder must identify and so state. Any submitting firm's information used to aid in proposal selection must not be restricted from the public.

PROPOSAL COSTS: The VILLAGE will not pay the Bidder or agents for any costs incurred by the proposing firm in the preparation, presentation, demonstration or negotiation of this proposal.

EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS: At its own expense and prior to submitting its Proposal, each proposing firm shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performing of the Proposal, and determine the character, qualities and quantities specified. The submission of a Proposal shall be incontrovertible evidence that the Bidder has complied with all of the requirements of this provision of the Information for Bidders.

NON-ASSIGNABILITY: This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.

GOVERNING LAW: This agreement shall be deemed to have been executed and delivered within the State of Illinois, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in Dupage County at the 18th Judicial Circuit Court of Illinois, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.

EQUAL OPPORTUNITY EMPLOYER: The proposing firm, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

SECTION 7 – NOTICE

Any formal notice shall be deemed to be sufficient when given by the VILLAGE to the Firm by registered or certified mail addressed to the Firm at the business address shown on the proposal. Any formal notice given by

the Firm to the VILLAGE shall be deemed sufficient when sent by registered or certified mail to the Village of Bensenville, Attention: Todd Finner; Director of Recreation and Community Events, 735 E. Jefferson Street, Bensenville, IL 60106.

SECTION 8 – PERSONNEL

- A. Proposing firm shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or otherwise commit an unfair employment practice. The proposing firm, its sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.
- B. Not less than the prevailing rate of wages as found by Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract, pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/1.
- C. Proposing firm agrees that their lead employee(s) and relief employee(s) will have cell phones, radios or other communication devices and have authorization and access to resolve construction or similar issues.
- D. Proposing firm agrees to comply with all posted complex speed, traffic and parking requirements.
- E. Proposing firm's personnel and that of its subcontractors shall observe all VILLAGE regulations for driving, parking and work behavior while on VILLAGE property.
- F. The proposing firm and employees of its subcontractors are not employees of the VILLAGE. The proposing firm is solely responsible for the actions and behaviors of its employees.
- G. Proposing firm shall comply with all government regulations related to the employment, compensation and payment of personnel.

SECTION 9 – TAXES, PERMITS, LICENSES AND FEES

- A. Proposing firm agrees to assume complete liability for all taxes, permits, licenses and fees applicable to its property, income and business arising out of or in connection with the performance of the agreement.
- B. Proposing firm shall obtain all necessary permits and licenses for the design and construction resulting from award of this proposal. Local permit fees shall be waived by the VILLAGE.

SECTION 10 – INSURANCE

- A. Proposing firm, if selected shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder by the proposing firm, its agents, representatives, employees, or subcontractors.

B. Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- 3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- 4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Minimum Limits of Insurance Contractor shall maintain limits no less than:

- 1) Commercial General Liability \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 or a project/contract specific aggregate of \$5,000,000.
- 2) Business Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$2,000,000 per accident.

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages

- a. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the proposing firm; premises owned, leased or used by the proposing firm; or automobiles owned, leased, hired or borrowed by the proposing firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- b. The proposing firm's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of proposing firm's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The proposing firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Vendor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Vendor for the municipality.

3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

G. Verification of Coverage

The winning firm shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements. The VILLAGE shall be notified immediately in the event of a lapse or revocation of coverage.

H. Assumption of Liability

The winning firm assumes liability for all injury to or death of any person or persons including employees of their firm, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

I. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the winning firm hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the winning firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the winning firm shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the winning firm shall at its own expense, satisfy and discharge the same. The winning firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The winning firm further agrees that to the extent that money is due the winning firm by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have

been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

PROPOSAL FORM "1" – HOLD HARMLESS AGREEMENT AND ASSUMPTION OF LIABILITY

Assumption of Liability

The Vendor assumes liability for all injury to or death of any person or persons including employees of the Vendor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Vendor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Vendor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Vendor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Vendor shall at its own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Vendor further agrees that to the extent that money is due the Vendor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

SUBMITTED BY:

COMPANY_____

SIGNATURE_____SIGNATURE_____

NAME_____NAME_____

TITLE_____TITLE_____

DATE_____DATE_____

PROPOSAL FORM "2" – NONCOLLUSION AFFIDAVIT

STATE OF ILLINOIS

County of _____ being first duly sworn, deposes and says that he/she is of

(Title)

(Name of Bidder)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2016.

(Notary Public)

(Commission Expiration Date)

PROPOSAL FORM "3" – VILLAGE OF BENSENVILLE PROPOSAL COMPLIANCE CERTIFICATION

I, _____, having been first duly sworn, depose and
(owner/authorized company representative)

state as follows:

_____ ("Firm"), having submitted a proposal
(Name of Company)

for:

_____ to the Village of Bensenville, hereby

certifies that said Firm:

- 1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois 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

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

- 4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
- 5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
- 6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
- 7. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: _____
(Officer or Owner of Company stated above)

Title: _____

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 2016.

NOTARY PUBLIC

PROPOSAL FORM "4" – PROPOSAL SIGNATURE FORM

Due Date: NO LATER THAN 9:30 AM ON DECEMBER 5, 2016

The undersigned officer, having become familiar with the Request for Qualifications, the specification, the contract terms and conditions, the solicitation conditions, and the instructions for completing the PROPOSAL form, hereby offers to provide the products and services described in the request for qualifications for the **Arena Floors Replacement Project For The Village of Bensenville**. The proposing firm agrees to provide the equipment, materials, services and related documentation required for the proposal described as, "**Arena Floors Replacement Project For The Village of Bensenville**", in the amounts proposed in your response. A duly executed copy of the signature page of this proposal document must accompany your response.

Company Name _____

Authorized Signature _____

Name of Authorized Signer _____

Title _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax _____

Email Address _____

Number of Addenda received, acknowledged and incorporated into this Proposal _____

PROPOSAL FORM "5" – BID PRICE FORM

The undersigned, having become familiar with the specifications and local conditions affecting the cost of the work, hereby proposes and agrees if this bid is accepted, to enter into an agreement with the Village in the form included in these documents for the contract sum and within the contract time indicated in this proposal and and in accordance with the other terms and conditions of the contract documents including insurance requirements, and in so doing, to provide all necessary expertise, bidding, equipment, labor, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Ice Arena Floors Replacement and Mechanical Room Upgrades Project.

<u>Component of Bid Price</u>	<u>Price</u>
Design	
Bidding	
Removal and Disposal of Existing Rink Floor Systems	
Design and Install Two Rink Floor Systems	
Dasher Boards Removal and Replacement Only	
Alternate Dasher Board Pricing - pricing to include replacement of existing polyethylene face panels and kickplates	
Refrigeration and Mechanical Systems	
Evaporative Condensers	
Chiller Service Inspection Only	
Alternate Pricing to include cleaning of the steel brine tubes	
Alternate pricing to include replacement of the steel brine tubes	
Rink Brine Pump Assembly and Motors	
Pump Skid Modification	
Pressure Relief Valves	
Re-design Expansion/Feel/Bleed tank system	
Mechanical Room Safety Improvements	
Jefferson Street Arena	
John Street Arena	
Bid Total	

TOTAL COST CERTIFICATION

TOTAL COST: \$ _____

The Village Board reserves the right to reject any and all Bids or portions thereof

Signed:

Where bidder is a corporation, add:

Authorized Signature

Attest: _____
(Secretary or authorized officer)

Date: _____

(CORPORATE SEAL)