

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees
FROM : Scott Neihaus, Village Manager
DATE : March 21, 2014 Agenda Date April 3, 2014
TITLE : Waiver of Bids - Cummins NPower
Lift Station Generators
SUBMITTED BY: Brian M. Jack, Utilities Superintendent *bm*

RESULTS:

Date Bids Were Published _____ Bidding Closed _____
Total Number of Bids Received _____
Total Number of Bidders Meeting Specifications _____
Bid Security Required _____ Yes _____ No
Performance Bond Required _____ Yes _____ No
Were Any Bids Withdrawn _____ Yes _____ No
Explanation:
Waiver of Bids Requested? _____ X Yes _____ No
If yes, explain: Purchase is directly from manufacturer.
Award Recommended to Lowest _____ Yes _____ No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$39,877.00
Amount of Award \$39,877.00 Water & Sewer Capital Reserve Fund

BACKGROUND/RECOMMENDATION:

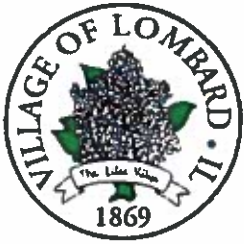
Waive bids and award a contract to Cummins NPower for the purchase of generators for two (2) lift stations in an amount not to exceed \$39,877.00.

Has Recommended Bidder Worked for Village Previously X Yes No
If yes, was quality of work acceptable X Yes No
Was item bid in accordance with Public Act 85-1295? Yes X No
Waiver of bids - Public Act 85-1295 does not apply X Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

To: Scott Niehaus, Village Manager
From: Brian M. Jack, Utilities Superintendent *bj*
Through: Carl S. Goldsmith, Director of Public Works *CSG*
Date: March 21, 2014
Subject: Waiver of Bids – Cummins NPower Lift Station Generators

Background

The Department of Public Works is recommending that permanent on-site generators be installed at two locations: Garfield Sanitary Lift Station at 1100 North Garfield Street and Westmore Sanitary Lift Station located at 1053 S Westmore Avenue. These stations have been affected by repeated power outages over the past years.

The Village has standardized on the Cummins generators after acquiring two Cummins generators through a bid several years ago. The generators have performed satisfactorily and Cummins has provided adequate support for the equipment. The Fleet Services staff has attended training to maintain the Cummins generators and it is more efficient for them to specialize in maintaining one manufacturer rather than multiple types of generators.

Cummins has provided a price that includes the generator in a sound attenuated enclosure, automatic transfer switch and delivery. The cost for a 20 kilowatt (kW) natural gas generator for the Garfield Sanitary Lift Station is \$17,294.00. The cost for a 35 kilowatt (kW) natural gas generator for the Westmore Sanitary Lift Station is \$22,583.00. The quotes from Cummins do not include installation. The installation for the generators will be bid together under separate contract.

Funds for the generators are budgeted in the Water and Sewer Capital Reserve Fund under Pump Station Component Replacement in FY 2014.

Recommendations

Please present this request for a waiver of bids and award of a contract to Cummins NPower, Hogkins, IL, in an amount not to exceed \$39,877.00 for the purchase of two natural gas generators for approval by the Board of Trustees at their April 3rd, 2014 meeting. Please execute signature on the attached contract and return one copy to the Water Treatment and Wastewater Pumping Division for further processing.

VILLAGE OF LOMBARD

Contract for Purchase of Backup Generators for Garfield and Westmore Sanitary Lift Stations

This agreement is made this 3rd day of April, 2014, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Cummins NPower LLC hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Backup Generators - One (1) 20kW Natural Gas Generator and one (1) 35 kW natural gas generator, including spare parts, delivery and training, in an amount not to exceed
\$39,877.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Quote #38000000079730 Dated February 13, 2014
 - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$39,877.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule: Deliver submittals for Village approval within one (1) week of Notice to Proceed and deliver equipment within seven (7) weeks from the date the Village approves the submittals. Time is of the essence of this Contract.

5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 3rd day of April, 2014.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 2014 .

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3rd day of April, 2014.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

_____, having been first duly sworn, depose and states as follows: (Officer or Owner of Company)

I am the _____ for _____
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for Backup Generators for Garfield and Westmore Sanitary Lift Stations to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate 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; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2014.

Notary Public

Our energy working for you.™



Quotation

Cummins NPower, LLC
7145 Santa Fe Drive
Hodgkins IL 60525 United States
Direct: (708) 482-2878

February 19, 2014

Project Name: Lombard Westmore

Quotation: 380000000079730

Thank you for your inquiry. We are pleased to quote as follows:

USD

Item	Description	Qty
Install-US-Stat 35GGPA	Spark Ignited Genset: 60Hz-35kW U.S. EPA, Stationary Emergency Application Genset-Spark Ignited, NG/Propane/Dual, 60Hz,35kW Standby Rating Duty Rating-Standby Power Listing-UL 2200 Cert-Seismic, IBC2000,2003,2006,Ss=3.41g.rooftop OSHDP Seismic Cert, Sds=2.28g EmissionsCert-SI,EPA,Emergency,Stationary,40CFR60 Fuel System-Natural Gas Enclosure-Steel,Sound Att,Level 2,w/Exhaust System Voltage-120/240,3 Phase,Delta,4 Wire Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,125C SET CONTROL-PCC 2100 Exciter/Regulator-Pmg, 3 Phase Sensor Engine Governor-Electronic, Isochronous Only Relays-Genset Status, User Configured CB or EB or TB-Left Only CircuitBreaker-125A,Left,3P,600/525V,TM,80%,UL/IEC CB or EB or TB-Bottom Entry, Left Skidbase-Housing Ready Engine Cooling-High Ambient Air Temperature Shutdown-Low Coolant Level Extension-Engine Coolant Drain	1

Coolant Heater-120 Volt Ac, Single Phase
Engine Air Cleaner-Normal Duty
Genset warranty- Base, Standby 2 years / 400 hours, Prime Power 1 year / unlimited hours, Continuous Power 1 year / unlimited hours
Literature-English
Packing-Skid, Poly Bag
Rack-Battery
Extension-Oil Drain
Common Parts Listing
Product Revision - B
Gas Pressure Regulator-1-1/2"NPT Inlet/Outlet
Start-up & Batteries
Flex and Strainer
Freight
4 Hr Load Bank Test

OTEC125

Transfer Switch-Electronic Control:40A/70A/125A

Transfer Switch-Electronic Control,125Amp

1

Poles-3

Listing-UL 1008/CSA Certification

Frequency-60 Hertz

System-3 Phase,3 Wire Or 4 Wire

Voltage-240 Vac

Cabinet-Type 3R

Battery Charger-2 Amp,12/24 VDC

Genset Starting Battery-12VDC

Clock-Exercise, External

Transfer Switch Warranty - 1 Yr Comprehensive

Common Parts Listing

Lockable Control Cover

Pricing

Price for 35kw and 125A ATS

\$22,583.00

Comments:

Quotation Terms & Conditions
Commercial Products

Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars and are valid for 60 days. Any applicable taxes are not included. Standard freight costs are included, F.O.B. point-of-shipment on the truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

Delivery is expected to be ____ days after receipt of approved submittal drawings.

Payment terms are net 30 days upon approved credit. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

ANY PERSON OR COMPANIES SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

YOU HAVE THE RIGHT TO DIRECTLY PAY PERSONS WHO HAVE SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT. YOU HAVE THE RIGHT TO REQUEST A LIEN WAIVER FOR ALL AMOUNTS PAID.

Warranty on this equipment is supplied by the manufacturer of the equipment, not Cummins NPower, LLC. Standard warranty is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

Submitted by:
(signature)

Robert Alfani
Sales Engineer
708-482-2878
708-482-6457

Accepted by:
(signature)

Name: _____

Company: _____

Purchase Order #: _____