


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 : June 10, 2014 Agenda Date June 19, 2014
TITLE : Waiver of Bids - Cummins NPower
Civic Center Reservoir Facility Generator
SUBMITTED BY: Brian M. Jack, Utilities Superintendent 

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Were Any Bids Withdrawn _____ Yes _____ No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 \$150,000.00
Amount of Award \$84,485.00 Water & Sewer Capital Reserve Fund WA 13 02 CCRF
Account # 520.790.715.75420

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Cummins NPower for the purchase of (1) one generator for the Civic Center Water Pumping Station in an amount not to exceed 84,485.00.

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 _____

**MEMORANDUM**

To: Scott Niehaus, Village Manager
From: Brian M. Jack, Utilities Superintendent *b*
Through: Carl S. Goldsmith, Director of Public Works
Date: June 10, 2014
Subject: Waiver of Bids - Cummins NPower Civic Center Reservoir Facility Generator

Background

The Department of Public Works is recommending the replacement of an existing on-site generator located at the Civic Center Reservoir Facility (CCRF) water booster pumping station.

The CCRF Water Booster Pumping Station is located at 1030 South Steward Avenue. The existing generator was installed in 1981 and has reached the end of its useful life. The generator is currently installed inside the CCRF facility and consists of an outside underground diesel tank. Accessing both units for maintenance purposes has become problematic due to their location. The current diesel tank will be removed and the old generator will be decommissioned. The new generator will be placed outside of the building on a new concrete pad and in a super quiet, sound attenuated enclosure. The generator will rest on top of a belly mounted diesel tank that is capable of storing 24 hours worth of fuel to power the generator in the event of a power outage. The proposed generator will also meet all applicable Environmental Protection Agency (EPA) Emission requirements as required by new federal regulations.

The Village has standardized on the Cummins platform after acquiring several Cummins generators two years ago. Recently, (2) two additional Cummins generators were purchased by a waiver of bids and was approved by the Board at their May 19, 2014 meeting. The generators have performed satisfactorily and Cummins has provided adequate support for the equipment. The Village's 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 450 kilowatt (kW) diesel generator for the CCRF Station with a 660 gallon diesel storage tank is \$84,485.00. The quote from Cummins does not include installation. The installation of this generator will be awarded under a separate contract and presented to the Board at a later date.

Funds for the generator are budgeted in the Water and Sewer Capital Reserve Fund under Program WA 13 02 - Civic Center Reservoir Facility - Generator 2014.

Recommendations

Please present this request for a waiver of bids and award a contract to Cummins NPower, Hogkins, IL, in an amount not to exceed \$84,485.00 for the purchase of (1) one 450 kW diesel generator for approval by the Board of Trustees at their June 19th, 2014 meeting. Please execute signature on the attached contract and return (2) two copies to the Water Treatment and Wastewater Pumping Division for further processing.

VILLAGE OF LOMBARD

Contract for Purchase of a Backup Generator for the Civic Center Reservoir Facility

This agreement is made this 19th day of June, 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 Generator - One (1) 450 kW diesel generator including spare parts, delivery and training, in an amount not to exceed \$84,485.00

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 Proposal Dated June 9th, 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 \$84,485.00 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 ten (10) weeks from the date the Village approves the submittals. Time is of the essence for 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 19th day of June, 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 19th day of June, 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 the Civic Center Reservoir Facility Water Booster Pumping Station 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



Bill of Materials

<u>Item</u>	<u>Description</u>	<u>Qty</u>
450DFEJ	<p>Diesel Genset: 60Hz-450/410kW 50Hz-400/364kW U.S. EPA, Stationary Emergency Application Genset-Diesel,60Hz,450kW-Standby Rating Duty Rating-Standby Power Listing-UL 2200 EmissionCert,EPA,Tier 2,NSPS CI Stationary Emergency Enclosure-Steel,SndAtt,Level 2,Base Mtd,w/ExhSys Fuel Tank-Subbase,660 Gallon,UL142 Compliant Voltage-277/480,3 Phase,Wye,4 Wire Alternator-60 Hz, 12 Lead, Upper Broad Range, 125C SET CONTROL-PCC 2100 Display Language-English Display-Control,Graphical Interface-CommunicationsNtwk,FTT-10 Control Mounting-Left Facing CB or EB or TB-Right Only Circuit Breaker-800A,Right CB on Right side,3-Pole,UL 600,IEC 690 100% CB or EB or TB-Bottom Entry, Right Enclosure Color-Green,Steel Enclosure Listing, ULC-S601-07 Separator-Fuel/Water Battery Charger-12 Amp, Regulated Engine Cooling-Radiator, 40C Ambient Shutdown-Low Coolant Level Coolant Heater-208/240/480V, Below 40F Ambient Temp Engine Air Cleaner-Normal Duty Test Record-Certified Genset warranty- Base, Standby 2 years / 400 hours, Prime Power 1 year / unlimited hours, Continuous Power 1 year / unlimited hours Literature-English Packing-Base Mtd Housing Common Parts Listing Product Revision - L Annunciator - (RS485) Freight Cummins Site Start Up and Batteries</p>	1
OTEC800	<p>Transfer Switch-Electronic Control:800A/1000A Transfer Switch-Electronic Control,800Amp Poles-3 Listing-UL 1008/CSA Certification</p>	1

Project Name: Lombard Garfield - Westmore

Date: June 9, 2014



<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Frequency-60 Hertz System-3 Phase,3 Wire Or 4 Wire Voltage-480 Vac Construction - Open Genset Starting Battery-24VDC Clock-Exercise, External Transfer Switch Warranty - 1 Yr Comprehensive Common Parts Listing Product Revision - A	

Pricing

Price for equipment as described above: \$84,485.00

Comments:

No plans or specs were reviewed for this quotation. Quotation based on information provided by the customer.

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.

Project Name: Lombard Garfield - Westmore

Date: June 9, 2014



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, whichever ever comes first, unless special or extended warranties are purchased.

Submitted by:
(signature)

Paul Hoogervorst
Sales Engineer
708-482-2884
708-482-6457

Accepted by:
(signature)

Name: _____
Company: _____
Purchase Order #: _____