



**REQUEST FOR COST PROPOSAL (RFCP)  
TO PROVIDE AND INSTALL ONE NEW  
VAULT STYLE RESTROOM  
BY THE WEST BOAT LAUNCH OF LAKE STOREY  
IN GALESBURG, IL**

Kraig Boynton, Purchasing Agent  
City of Galesburg  
55 W. Tompkins St.  
Galesburg, IL 61402

RFP Circulation Date: August 08, 2020

**PROPOSALS DUE NO LATER THAN 11:00 A.M., AUGUST 26, 2020  
(1 original) TO THE ATTENTION OF KRAIG BOYNTON, PURCHASING AGENT.**

# CITY OF GALESBURG

PURCHASING  
55 West Tompkins Street  
Galesburg, IL 61401  
Phone: 309/345-3678

**REQUEST FOR COST PROPOSALS  
TO PROVIDE AND INSTALL ONE NEW  
VAULT STYLE RESTROOM  
BY THE WEST BOAT LAUNCH OF LAKE STOREY  
IN GALESBURG, ILLINOIS**

## **Instructions to Offerors**

1. An advertisement requesting cost proposals for the above work was published in the Galesburg Register-Mail on August 08, 2020. As stated in such notice, sealed proposals will be received until 11:00 a.m. local time, August 26, 2020 at City Hall, 55 West Tompkins Street, Galesburg, Illinois. Proposals shall be addressed to the Purchasing Agent.
2. The person, firm or corporation making a proposal shall submit it in sealed envelopes on or before the hour and the date stated above. The notation "Proposal for Vault Style Restroom at Lake Storey" shall appear on the outside of the sealed envelopes.
3. Each respondent shall insert the cost, and supply all the information, as indicated in the RFCP. The cost inserted shall be net and shall be the full cost for the equipment specified, including all factors whatsoever.
4. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
5. Each respondent shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this proposal for any reason of personal gain.
6. Any questions concerning this request for proposal may be directed in writing to Shawn Maurer, PE (smaurer@f-w.com). Site visit requests shall be directed in writing to Jacob Pedigo (jpedigo@ci.galesburg.il.us).

7. Insurance coverage shall be carried by the successful proposer per the attached Special Provisions sheet for Contractor's Insurance. A copy of active insurance shall be provided to the City prior to the start of any work
8. The City of Galesburg reserves the right to reject any and all proposals and to waive any informalities or technicalities in the proposal process. Any proposal submitted will be binding for sixty (60) days after the due date of the proposals.
9. The City has adopted an "Equal Employment Opportunity Clause" which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Galesburg, Illinois.
10. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed proposals must be accompanied by a properly prepared Certificate of Compliance Form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.
11. Proposer certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of the proposal shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that vendor.
12. All general proposal information, proposal forms, conditions of the contract, and the form of agreement, between the City and the Contractor, shall be approved by Purchasing prior to advertising of public notice of the project.
13. Successful proposer to whom an award shall be made pursuant to this procurement shall be subject to all applicable Federal and State laws and regulations, including but not limited to the Illinois acts commonly known as the Illinois Prevailing Wage Act (820 ILCS 130) and the Illinois Preference Act (30 ILCS 570). Submission of certified payroll reports will be required for this work. Applicable wage rates may be found at <https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>.
14. The successful proposer is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract to be signed or its rights, title or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by the City of Galesburg
15. The City does require that vendors submit a performance and payment bond on any projects \$25,000 or greater. Vendors submitting proposals for this project should factor this cost into their submitted proposal.

16. The City requires that vendors be paid through ACH (automatic clearing house). The awarded vendor will be required to provide the City with applicable banking information for proper payment. An ACH form is attached to this document for vendor review.

17. These instructions are to be considered an integral part of any proposal.

Dated: August 06, 2020

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Kraig Boynton  
Purchasing Agent

## **VAULT STYLE BATHROOM SPECIFICATIONS**

The restroom the City of Galesburg is seeking proposals on is a vault style bathroom. This facility will be prefabricated. This facility will have no electricity; nor will it have water. All proposals will include the following items:

- Double vault system with one toilet in each room.
- Each room will be unisex.
- Unisex sign on both doors.
- Windows or some way to let in natural light.
- Each room will meet ADA requirements.
- Cost shall include:
  - Building
  - Delivery of building.
  - Installation of vaults and building (including excavation, backfill and cleanup)
  - Any applicable permits/fees
- Project must be completed by 12/31/20.

Interested parties should submit bid proposal detailing work to be performed (any applicable drawings), and proposal pricing.

The City hopes to award this work promptly.

## SPECIAL PROVISIONS

### PREVAILING RATE:

Not less than the Prevailing Rate of Wages as found by the City of Galesburg, or the Department of Labor, or determined by the Court of Review, shall be paid to all Laborers, Workmen and Mechanics performing work under this contract.

### CERTIFIED PAYROLLS:

All work is subject to the Davis-Bacon Act and all prevailing wage laws. The contractor and all subcontractors shall submit certified copies of his payroll weekly for all work undertaken on the project. Failure to keep current on submittal of payrolls shall be cause to withhold payment for completed work.

### PROOF OF INSURANCE:

The contractor shall carry insurance as required by the Standard Provisions. Proof of various insurance coverage shall be submitted to the City and shall be kept in force until all work to be performed under the terms of the contract has been accepted.

**SPECIAL PROVISIONS TO COVER**

**LABOR AND MATERIAL PAYMENT**

The Contractor shall not commence work under this contract until he has obtained a labor and Material Payment Bond, which has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until subcontractor has a similar bond or the Contractor's bond covers the subcontractor's Labor and Material Payment.

**SPECIAL PROVISIONS TO COVER**  
**CONTRACTOR'S AND MUNICIPAL VENDORS**  
**(As Amended 05/17/16)**

The Contractor, or Municipal Vendor, shall not commence work under this contract until he has obtained all insurance required under this section, and such insurance has been approved by the City; nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved by the City.

The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this section or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (a) Workers Compensation and Employers Liability
  - (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this section, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
  - (2) Employers Liability.
    - a. Each Accident \$500,000
    - b. Disease-policy limit \$500,000
    - c. Disease-each employee \$500,000
- (b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
  - (1) General Aggregate Limit \$2,000,000
  - (2) Products-Completed Operation Aggregate Limit \$2,000,000
  - (3) Each Occurrence Limit \$1,000,000The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's policies.
- (c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
  - Bodily Injury & Property Damage Liability Limit Each Occurrence \$1,000,000
- (d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the City before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.

The contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, satisfactory to the City, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, being whenever the improvement called for by the contract shall have been completely performed on the part of the contractor and all parts of the work have been approved and accepted by the City, and the final payment made. The policy of insurance shall include the City as an additional insured or provide separate coverage with an Owner's Protective policy.

*\*Language of coverage in this section taken from IDOT Standard Specifications adopted April 1, 2016*



RETURN WITH BID  
TO THE CITY OF GALESBURG, ILLINOIS  
CERTIFICATE OF COMPLIANCE

| EMPLOYMENT | SUPERVISORY | SALES | OFFICE | SKILLED | SEMI-SKILLED | NON-SKILLED |
|------------|-------------|-------|--------|---------|--------------|-------------|
| WHITE      |             |       |        |         |              |             |
| BLACK      |             |       |        |         |              |             |
| OTHER      |             |       |        |         |              |             |
|            |             |       |        |         |              |             |
| MALE       |             |       |        |         |              |             |
| FEMALE     |             |       |        |         |              |             |

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. THE CONTRACTOR OR COMPANY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAPPING CONDITION UNRELATED TO ABILITY TO PERFORM THE JOB; AND, WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, SEX, AGE, HANDICAP OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR OR COMPANY AGREES TO POST, IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.
  
2. THE CONTRACTOR OR COMPANY WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES OR ON THEIR BEHALF, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, SEX, AGE, HANDICAPPING CONDITION UNRELATED TO ABILITY OR NATIONAL ORIGIN. THE SAME SHALL HOLD TRUE WHEN RECRUITMENT SOURCES ARE USED TO SECURE APPLICANTS.
  
3. THE CONTRACTOR OR COMPANY AGREES TO NOTIFY ALL OF ITS SUBCONTRACTORS OF THEIR OBLIGATION TO COMPLY WITH THE NON-DISCRIMINATION POLICY.
  
4. IN THE EVENT OF THE CONTRACTOR'S OR COMPANY'S NON-COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSES OF THE CONTRACT OR PURCHASE OR WITH ANY OF SUCH RULES, REGULATIONS OR ORDERS, THE CONTRACT OR PURCHASE MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR OR COMPANY MAY BE DECLARED INELIGIBLE FOR FURTHER CITY CONTRACTS OR PURCHASES IN ACCORDANCE WITH THE AFFIRMATIVE ACTION PROGRAM ADOPTED BY THE GALESBURG CITY COUNCIL AT THEIR MEETING ON AUGUST 6, 1990

By: \_\_\_\_\_  
BIDDER

RETURN WITH BID  
CITY OF GALESBURG  
MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and sworn to before me this \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Person, Firm, or Corporation

\_\_\_\_\_  
Notary Public

**THIS FORM IS BASED ON IRS REQUIREMENTS FOR THE SAME ESSENTIAL INFORMATION AS A W-9**

RETURN TO: CITY OF GALESBURG  
ATTN: A/P  
55 W TOMPKINS ST  
GALESBURG, IL 61401

OR FAX TO: 309-343-4765

The following information is needed to complete your vendor file and to comply with IRS requirements. Please fill out this form as completely as possible to ensure proper payment to you. Please return completed form as soon as possible to The City of Galesburg at the above address or fax number. Please call 309-345-3674 with any questions.

BUSINESS NAME: \_\_\_\_\_

INDIVIDUAL NAME: \_\_\_\_\_

(for Sole Proprietors as appears on Social Security Card)

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

YOUR TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_  
(FEIN or business tax ID. No.)

OR, YOUR SOCIAL SECURITY NUMBER: \_\_\_\_\_  
(If using SSN, enter the name on the card above as Individual Name.)

PLEASE CHECK APPROPRIATE BOX:

Individual/Sole Proprietor     Corporation     Partnership     Other \_\_\_\_\_

YOUR COMPANY PROVIDES:

Legal Services     Services     Materials     Other \_\_\_\_\_

ARE YOU SUBJECT TO BACKUP WITHHOLDING?

Yes     No

PERSON TO CONTACT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

UNDER PENALTY OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT AND COMPLETE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## City of Galesburg

Operating Under Council – Manager Government Since 1957

**The City of Galesburg will no longer be issuing checks for vendor payments.** The City will pay vendors through ACH by automatically depositing payments to a bank checking/savings account (once a month) or payment to vendors can be made by credit card at the time of purchase.

**In order to process your next payment, please fill out the following information and provide a copy of a void check.** Please mail to City of Galesburg, Accounts Payable, P.O. Box 1589, Galesburg, IL 61402-1589 or fax the completed form and a void check, if the funds are being deposited to a **checking** account, to the fax number listed below.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Checking/Savings Acct Number: \_\_\_\_\_

(Please indicate type of account by circling Checking or Savings)

Bank Routing Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Payment information will be e-mailed to you approximately 2 days prior to the funds being credited to your bank account. If you have any questions, please contact me.

Tifani Miller  
Accounts Payable  
City of Galesburg  
309/345-3674  
309/343-4765 fax

City Hall • 55 West Tompkins Street • Galesburg, IL 61401 • 309/ 343-4181