



**REQUEST FOR BID # 19109  
FOR  
Street Light Poles, Aluminum Arms and Light Heads**  
<https://www.wilmette.com/purchasing/bids-rfps/>

<b>Last Date/Time for Questions</b>	July 8, 2019 2:00 pm local time
<b>Last Addendum Issued</b>	July 9, 2019 2:00 pm local time
<b>Bids Due and Opened At Village Hall</b> 1200 Wilmette Ave, Wilmette, IL 60091	July 11, 2019 2:00 pm local time

**Submit bids to:**

Cliff Ruemmler  
Purchasing Manager  
Village of Wilmette  
1200 Wilmette Ave  
Wilmette, IL 60091  
(847) 853-7619  
[purchase@wilmette.com](mailto:purchase@wilmette.com)

**Note:** This cover sheet is an integral part of the bid documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Bidder.

## VILLAGE OF WILMETTE NOTICE TO BIDDERS

Notice is hereby given that the Village of Wilmette (the "Village") will receive bids at the Village Hall, 1200 Wilmette Avenue, Wilmette, IL 60091 until July 11, 2019 at 2:00 pm, local time for Street Light Poles, Aluminum Arms and Light Heads. Bids will be publicly opened and the amount(s) on the Summary Bid Sheets will be read aloud.

The intent of this bid is to purchase street light poles, aluminum arms and light heads that are consistent with the Village's existing equipment in function, design, size, shape and color.

### **Availability and Clarification of Documents**

This RFB and any addendums will be posted on the Village's website at:  
<https://www.wilmette.com/purchasing/bids-rfps/>.

Any questions related to this RFB should be submitted in writing to Cliff Ruemmler, Purchasing Manager, at [Purchase@wilmette.com](mailto:Purchase@wilmette.com). Questions received by the Village, including the Village's responses will be consolidated and posted to the Village website.

The deadline for submitting questions is 2:00 pm central time July 8, 2019. Bidders will provide written acknowledgment of each addendum issued with their bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on July 9, 2019.

It is the sole responsibility of the Bidder to check the Village' website to determine if an addendum has be posted.

## BID PREPARATION AND SUBMISSION

### Preparation of Bid Documents

The Bidder shall prepare the bid on the attached bid forms furnished by the Village starting on page five (5) of this RFB.

All blank spaces on the bid pages applicable to the subject specification must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Village's opinion that the words rather than the figures are in error. Bidders are warned against making any erasures or alterations of any kind, and Bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

### Conditions

Bidders are responsible to become familiar with all conditions, instructions, and terms & conditions governing this bid. Submission of a bid will be considered specific evidence of having performed the above. **Any exceptions to the contract document that you may have must be included on the Bid Exception Sheet.** Once the award has been made, failure to have read all the conditions, instructions and specifications of this RFB shall not be cause to alter the original bid or to request additional compensation.

### Submission of Bids

All Bids must be delivered to the Purchasing Manager by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post-marked date and time on the envelope.

### Withdrawal of Bids

Bidders may withdraw or cancel their bid at any time prior to the bid opening time by submitting a request in writing to the Purchasing Manager at [purchase@wilmette.com](mailto:purchase@wilmette.com) or by mail at 1200 Wilmette Ave, Wilmette, IL 60091. Mailed requests to withdraw a bid arriving after the specified bid opening time will not be accepted regardless of post-marked time on the envelope. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Bidder shall not withdraw or cancel its bid after having been notified by the Purchasing Manager that said bid has been accepted by the Village Board.

**Consideration of Bids**

The contract shall be awarded to the responsible Bidder(s) who submits the responsive bid that is most advantageous to the Village.

Failure on the part of the successful Bidder to execute a contract within thirty (30) calendar days of its receipt shall be considered just cause to withdraw the award.

If the bid does not meet the entire Village specifications but does substantially meet the requirements, the bidder should indicate, in writing on the Bid Exception Sheet, all deviations from the specifications. The specifications included in this RFB are to be considered as minimum.

**Disqualification of Bids**

The following will be cause for disqualification of bid:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to offer to meet specified delivery or performance schedules;
- c. Failure to price out the bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- d. Rights of the Village limited under any contract clause;
- e. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- f. Bidder fails to submit required information, literature, or affidavits with bid;
- g. Late bids;
- h. Failure of any authorized person to sign any required forms or to sign the bid;
- i. Bidder is prohibited by local, state or federal law from entering into public contracts;
- j. Bidder is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village;
- k. Bidder has failed to perform faithfully any previous contract with the Village; and
- l. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

**Competency of Bidder**

The Bidder, if requested in writing, must present within five (5) business days, evidence satisfactory to the Village of ability and possession of the necessary facilities, equipment, personnel, prior experience, financial resources, and/or certificates of insurance.

**INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS  
STREET LIGHT POLES, ALUMINUM ARMS AND LIGHT HEADS**

The following Bid Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable, and included in the bid per the Submission of Bids instructions on page three (3).

**BID SUBMISSION FORMS**, in this order

<input type="checkbox"/> ..... Bid Cover Sheet
<input type="checkbox"/> ..... Bidder Information Sheet
<input type="checkbox"/> ..... Summary Bid Sheet
<input type="checkbox"/> ..... General Conditions
<input type="checkbox"/> ..... Bid Exceptions Sheet
<input type="checkbox"/> ..... Bid Affirmation and Certification Pages (signed)
<input type="checkbox"/> ..... Certification of Compliance (signed)
<input type="checkbox"/> ..... W-9

**BIDDER INFORMATION SHEET**  
**STREET LIGHT POLES, ALUMINUM ARMS AND LIGHT HEADS**

**Company Name:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

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

**City, State, Zip:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Numbers:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Federal Employer Identification # (FEIN):** \_\_\_\_\_

**IL Secretary of State File #:** \_\_\_\_\_

**IL Department of Employment Security #:** \_\_\_\_\_

**IL Department of Revenue Registration #:** \_\_\_\_\_

**IL Department of Professional Regulation #:** \_\_\_\_\_

Please include an explanation for any blank or "n/a" responses above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate below how your company FIRST heard about this RFB. Select all that apply.

- Email from the Village of Wilmette
- PublicPurchase.com
- DemandStar.com
- Other, \_\_\_\_\_

**SUMMARY BID SHEET  
STREET LIGHT POLES, ALUMINUM ARMS AND LIGHT HEADS**

\_\_\_\_\_ hereby agrees to furnish to the Village the following Goods as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

<b>Qty</b>	<b>Description</b>	<b>Price per Unit</b>	<b>Extended Price</b>	<b>Shipping / Freight</b>	<b>Total Cost</b>
1	31 Ft. Pole - Stresscrete E3175-APO-G-S60-S/F-160-D-C/W-FC Autumn Red	\$ _____	\$ _____	\$ _____	\$ _____
12	26 Ft. Pole - Stresscrete E2675-APO-G-S60-S/F-160-D-C/W-FC Autumn Red	\$ _____	\$ _____	\$ _____	\$ _____
2	21 Ft. Pole - Stresscrete P2175-APO-G-S60-S/F-160-D-C/W-FC Autumn Red	\$ _____	\$ _____	\$ _____	\$ _____
14	Aluminum Arms – Stresscrete KA160-A-SO-8	\$ _____	\$ _____	\$ _____	\$ _____
3	12 Ft. Pole – Holophane BRA 12 OTN 20 PRC LAB CMC Dublin Green	\$ _____	\$ _____	\$ _____	\$ _____
15	Light Heads – Leotek GCM2-40H-MV-NW-3R-GY-1A-PCR7	\$ _____	\$ _____	\$ _____	\$ _____
Total Bid Amount		\$ _____	\$ _____	\$ _____	\$ _____

**TOTAL BID AMOUNT IN WORDS**

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**LEAD TIME(S)**

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## GENERAL CONDITIONS

1. Award. The Village reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all, reject any and all bids, and may order a re-advertisement for new bids or whatever is in the best interest of the Village.
2. Substitutions. If bidding on other than referenced, bid must show trade name, manufacturer name and/or catalog number, and certify article offered is equivalent. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Village and if requested, may be returned at bidder's expense. The Village has the right to reject in whole or in part, any item(s) not conforming to the specifications included herein.
3. Packaging. Items will be new, in first class condition, and packaged for damage-free shipment.
4. Contract Shipments. The Bidder will make shipments under this contract only when requested and only in the quantities requested. If there are minimum shipments or standard packaging please note the items affected.
5. Delivery. All goods shall be delivered F.O.B. Destination. C.O.D. shipments or deliveries are not permitted or acceptable, and for any C.O.D. tender the Village reserves the right to terminate the contract. Bids must include expected lead times under normal conditions.

Deliveries will be accepted only during normal working hours, i.e. 7:30 am to 2:30 pm Monday through Friday, excluding Village holidays, unless prior arrangements have been made with the Village.

6. Inspection. Goods purchased are subject to inspection and approval by the Village. The Village reserves the right to reject or refuse acceptance of goods which are not in accordance with the Village's instructions, specifications, drawings and data, or Bidder's warranties (express or implied). Goods not accepted will be returned to Bidder at Bidder's risk and expense. Payment for any goods shall not be deemed an acceptance thereof.
7. Title and Risk of Loss. Title to the Goods shall pass to Village upon delivery, inspection and acceptance by the Village. Bidder shall bear all risk of loss until title passes.
8. Warranty Standards. The bidder is to include a copy of the complete warranty standards listing for item(s) bid.
9. Warranty. By submitting this bid, Bidder warrants that the goods to be furnished will be free from defects in materials and workmanship, be of merchantable quality and fit for ordinary use, be in full conformance with the Village's specifications, drawings and data, Bidder's samples or models, and express warranties, and to be fit for the Village's particular purpose expressly or impliedly known. These warranties are in addition to all others given to the Village by the Bidder or by law. Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Village, and any such limitations or exclusions are void.



### BID EXCEPTION SHEET

The Bidder affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits, and incidentals reasonably inferred as necessary to supply the Goods in a timely and workmanlike manner all in accordance with the RFB. Any and all exceptions to these specifications MUST be clearly and completely indicated below.

EXCEPTIONS TAKEN:  NO  YES (List below)

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*Attach additional pages if necessary.*

**BID AFFIRMATION AND CERTIFICATION****IN SUBMITTING THE SUMMARY BID SHEET, BIDDER AFFIRMS THAT IT:**

1. Has carefully examined all of the documents included in this RFB, including Addenda Nos. \_\_\_\_\_ (if none, write "NONE") and accepts the terms and conditions therein;
2. Is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Goods;
3. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this bid is submitted as indicated in the RFB;
4. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the RFB, if any, and the written resolution thereof by the Village is acceptable to Bidder. The RFB is generally sufficient to indicate and convey an understanding of all terms and conditions for furnishing the Goods for which this Bid is submitted.

**FURTHER, IN SUBMITTING THIS BID, BIDDER CERTIFIES THAT:**

5. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
6. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other bidder or to any competitor;
7. This bid has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
8. They have not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.
9. They are familiar with all conditions, instructions, and contract documents governing this bid, including the Contract terms attached in Appendix One, and that any exceptions to the contract document are included on the Bid Exception Sheet.

10. They understand that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar contractors and/or vendors to perform the same or similar type work and/or acquire the same or similar type Goods.

SIGNED AND SWORN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

**Entity Name:** \_\_\_\_\_

**Entity Type:** (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

**Authorized Signature:** \_\_\_\_\_

**Name / Title:** (Print) \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone / Email:** \_\_\_\_\_

**Subscribed and sworn before me**  
this \_\_\_\_ day of \_\_\_\_\_, 2019

**Notary Public:**

## CERTIFICATION OF COMPLIANCE

### DESCRIPTION: Street Light Poles, Aluminum Arms and Light Heads

\_\_\_\_\_, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

**BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

**SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

**PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**EQUAL PAY ACT:** Engineers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

**CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

**DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Engineer's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
  - a) the dangers of drug abuse in the workplace;
  - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
  - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
  - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
  - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
  - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
  - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

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PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

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PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

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**SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

d/b/a \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



**APPENDIX ONE  
Successful Bidder(s) Only**



**VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091**

**Contract No. 19109**

**For:**

**Street Light Poles, Aluminum Arms and Light Heads**

**With:**

**Tbdvname  
Tbdvaddress  
Tbdvcitystatezip**

**Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Tbdvname. Do not detach any portion of this document. Invalidation could result.**

1. The intent of the Agreement is to purchase street light poles, aluminum arms and light heads that are consistent with the Village of Wilmette's ("Village") existing equipment in function, design, size, shape and color ("Street Light Poles, Aluminum Arms and Light Heads" or "Goods") per the Specification shown in Attachment One ("Attachment One") of this document. The Agreement is for the bid offered by **Tbdvname** ("Seller") to the Village.
2. This Addendum is made pursuant to the bid dated \_\_\_\_\_, \_\_\_\_\_, 2019 attached as Attachment One. Together this Addendum, Certificate of Compliance and Attachment One shall comprise the Agreement between the parties.
3. Incorporation. This Addendum is incorporated into the Certificate of Compliance and Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.
4. Total Contract Amount. The total amount of the Contract shall not exceed \$\_\_\_\_\_, including expenses.
5. Payment. Seller shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.
6. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Seller shall not charge the Village any tax incurred by the Seller for these services.
7. Timing of Work. No Goods shall be shipped prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.
8. Limitation of Remedy. Village's liability to Seller for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.
9. Relationship of the Parties. The Seller shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Seller; or (2) to create any relationship between the Village and any subcontractor of the Seller.
10. No Collusion. The Seller represents and certifies that this Contract is made by the Seller without collusion with any other person, firm, or corporation. If at any time it shall be found that the Seller has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Seller shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

11. Licensure and Compliance with Laws. Seller represents that it has all necessary licenses and permits to supply and deliver the Goods in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act.

12. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Seller.

13. Assignment. The Contract may not be assigned by the Village or by the Seller without the prior written consent of the other party.

14. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Seller</u>	<u>Village</u>	<u>with a copy to:</u>
Tbdvname	Director	Corporation Counsel
Tbdvaddress	Engineering & Public Works	Village of Wilmette
Tbdcitystatezip	711 Laramie Avenue	1200 Wilmette Ave
	Wilmette, IL 60091	Wilmette, IL 60091

15. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

16. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Seller shall be made, or be valid, against the Village.

17. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

18. Seller’s Insurance Requirements. If Seller is not using a third-party delivery service to deliver the Goods to the Village, the Seller shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “*Additional Insured Endorsement*” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured’s on all required insurance policies.

Seller shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder

by Seller or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage; and,
- d. Workers Compensation – covering all liability of the Seller arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

All insurance required herein of Seller shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Seller shall require all subcontractors not protected under the Seller's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Seller. Seller shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Seller expressly understands and agrees that any insurance policies required to be maintained shall in no way limit, to any extent, Seller's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Seller's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Seller's insurance and shall not contribute with it.

19. Kotecki Waiver. Seller (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Seller agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Seller's employees, except to the extent those claims arise as a result of the Village's own negligence.

20. General indemnification. To the fullest extent permitted by law, the Seller will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Seller, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Seller, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or

nonperformance by the Seller of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Seller or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

21. Intellectual Property. Seller represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Seller for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Seller, Seller's employees or Seller's independent contractors for purposes of fulfilling the terms of this Agreement. Seller will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Seller represents and warrants that all Intellectual Property provided to the Village by Seller will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Seller agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Seller will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Seller's expense. Seller agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Seller's option, Seller shall promptly either: (i) procure for the Village, at Seller's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Seller's expense, so that the Intellectual Property become non-infringing.

Seller shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

22. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Seller in their completion or pursuit of the Contract.

23. Use of Village's Name, Employee Name(s) or Images. The Seller shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

24. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Seller. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Seller. Default is defined as failure of the Seller to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Seller shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Seller. The Seller will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

25. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Seller, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

26. Change In Status. The Seller shall notify the Village immediately of any change in its status resulting from any of the following: (a) Seller is acquired by another party; (b) Seller becomes insolvent; (c) Seller, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Seller ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Seller immediately on written notice based on any such change in status.

27. Subletting of Contract. The Seller may sublet portions of the delivery of the Goods; however each subcontract must be approved by the Village in writing prior to commencement of shipping. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Seller and shall be subject to approval by the Village. Seller shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Seller and Seller shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Seller.

Seller shall be fully responsible to the Village for any and all acts and omissions of the Seller's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Seller.

In no case shall such consent relieve the Seller from its obligation or change the terms of the contract. At all times the Seller shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Seller.

28. Illinois Freedom of Information Act. Seller agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Seller agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Seller's actual or alleged violation of the FOIA or Seller's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Seller request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Seller agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Seller agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Seller's request to utilize a lawful exemption to the Village.

29. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

30. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

31. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Seller have hereunto set their hands to this Contract on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Robert T. Bielinski, Village President

Attest: \_\_\_\_\_  
Timothy J. Frenzer, Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

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

**An officer duly authorized should sign and attach corporate seal**



# ATTACHMENT ONE

BID DATED \_\_\_\_\_

END OF DOCUMENT