



**REQUEST FOR BID NO. 21036
FOR
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**
<https://www.wilmette.com/purchasing/bids-rfps/>

Last Date/Time for Questions	04/20/201 2:00 pm local time
Last Addendum Issued	04/22/201 2:00 pm local time
Bids Due and Opened on DemandStar.com	04/27/201 2:00 pm local time

Submit Questions To:
purchase@wilmette.com

Submit Bids At:
www.DemandStar.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.

Bidder Company Name *(please print)*

VILLAGE OF WILMETTE NOTICE TO BIDDERS

Notice is hereby given that the Village of Wilmette ("Village") will receive bids on DemandStar.com until April 27, 2021 at 2:00 pm, local time for the purchase of one (1) Sewer Televising Unit per the specifications included in the Request For Bid ("RFB").

Bid Bond

Not required.

Description of Work

The proposed Work is officially known as Sewer Televising Equipment Purchase & Training, as further described in the Specifications section of this RFB.

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. Questions received by the Village, including the Village's responses will be consolidated and posted on the Village's website.

The deadline for submitting questions is 2:00 pm local time on 04/20/2021. Bidders will provide written acknowledgment of each addendum issued with their submitted bid. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 04/22/2021.

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

Confidentiality

Bidders response, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the Bidder's response will be considered confidential by the Village.

BID PREPARATION AND SUBMISSION

Preparation of Bid Documents

The Bidder shall prepare the bid on the attached bid forms furnished by the Village.

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 Summary 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 contract documents governing this bid, including the **Contract terms attached in Appendix One (1)**. 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.

Conflict with Existing Village Contracts

This Work shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the Contractor. Any Contractor that currently performs work for the Village under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

Submission of Bids

All Bids must be submitted electronically through DemandStar.com by the specified opening date and time of the bid. Bids submitted after the specified date and time will not be accepted. Mailed bids and bids emailed to the Village will not be accepted without prior written approval by the Village.

It is the sole responsibility of the Respondent to submit the pdf copy of the bid on DemandStar.com. Instructions for submitting bids may be found at <https://www.wilmette.com/purchasing/purchasing-forms/>

Modify or Withdrawal of Bids

Bidders may modify, withdraw or cancel their bid at any time prior to the bid opening date and time by deleting the bid document(s) attached to their submission on DemandStar.com. Mailed or emailed requests to withdraw a bid arriving after the specified bid opening date and time will not be accepted regardless of date/time stamp or post-marked time on the envelope. After the bid opening date and 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, subject to approval by the Village Board.

Qualifications of Bidders

Bidder's references must represent that the bidder has the following minimum experience:

- a. Five (5) years' experience as a continuously operating entity engaged in the performance of similar Work.

Bid Tabulation

A summary bid tabulation will be posted to the Village's website (<https://www.wilmette.com/purchasing/bids-rfps>) generally within one business day of the bid opening. Copies of bid tabs will not be mailed/emailed to individual companies.

Consideration of Bids

The work shall be awarded to the responsible Bidder who submits the responsive bid that is most advantageous to the Village.

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.

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. In such case the bid security shall be forfeited as liquidated damages and not as a penalty.

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 the minimum specifications to perform the Work.

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 submit bid security or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. 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;
- e. Rights of the Village limited under any contract clause;
- f. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- g. Bidder fails to submit required information, literature, or affidavits with bid;
- h. Late bids;
- i. Failure of any authorized person to sign any required forms or to sign the bid;
- j. Bidder is prohibited by local, state or federal law from entering into public contracts;
- k. 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;
- l. Bidder has failed to perform faithfully any previous contract with the Village; and
- m. 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
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

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.

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"/> Additional / Subsequent Cost Sheet
<input type="checkbox"/> Specifications Pages
<input type="checkbox"/> Alternate Bid Sheet
<input type="checkbox"/> Alternate Equipment Specifications Pages
<input type="checkbox"/> Reference Form
<input type="checkbox"/> Bid Exceptions Sheet
<input type="checkbox"/> Bid Affirmation and Certification Pages (signed)
<input type="checkbox"/> Certification of Compliance Pages (signed)

SUCCESSFUL Bidder ONLY

The **successful** Bidder will be required to execute the Contract included in Appendix One to this RFB. This Contract **SHOULD NOT** be completed at the time of bid submission.

**BIDDER INFORMATION SHEET
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

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 heard about this RFB. Select all that apply.

- Email from the Village of Wilmette
- DemandStar.com
- Other, _____

**SUMMARY BID SHEET
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

_____ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

Sewer Televising Hardware, including the: base station enclosure, portable generator, power reel system, manual portable push rod reel system, two (2) transporters / crawlers, poles and wheels.	\$ _____
Computer hardware	_____
One (1) camera	_____
Software, initial purchase, 1 st year license and setup.	_____
Manuals	_____
Training	_____
1 st year telephone support	_____
Total Summary Bid Amount	\$ _____

TOTAL BID AMOUNT IN WORDS

Any goods to be delivered to a Village location shall be coordinated with the Vehicle Maintenance Superintendent prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries will not be accepted. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the Work proposed in the price above.

The following Specifications and other provisions shall govern the performance of the Work and will be made a part of the Contract.

SPECIFICATIONS SEWER TELEVISIONING EQUIPMENT PURCHASE & TRAINING				
Ref	Description	Complies?	Included In Price?	Additional Information / Comments
1.00	Base Station Enclosure			
1.01	The entire Televising System, including a portable generator, shall be mounted in a compact and rugged weatherproof enclosure. This enclosure shall be capable to fit into a standard cargo van or pickup truck used to access easements and hard to reach areas.	Y / N	Y / N	
1.02	The enclosure shall be an Aluminum water-tight enclosure to protect components with sun shields for optimum operation.	Y / N	Y / N	
1.03	Built in Camera and Transporter Storage.	Y / N	Y / N	
1.04	Sealed front door shall be hinged, supported by a gas shock function as an awning in the open position.	Y / N	Y / N	
1.05	Tie Down/Lifting Eyes hooks shall be mounted to the top of the enclosure to prevent movement of the enclosure when put into vehicle.	Y / N	Y / N	
1.06	Bottom of encloser shall have pockets the entire length, so a forklift truck can raise and lower unit for placement.	Y / N	Y / N	

**SPECIFICATIONS
SEWER TELEVISIONING EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
1.07	On the inside of the Operators Station (enclosure) LED type light shall be mounted to assist the operator in dark conditions.	Y / N	Y / N	
2.00	Portable Generator			
2.01	110-volt AC gas powered 4 cycle portable generator shall be mounted to the weatherproof enclosure and be capable of operating all components of the Sewer Televising System simultaneously.	Y / N	Y / N	
2.02	Generator Manufacturer	NA	NA	
2.03	Max amps available from generator	NA	NA	
2.04	Amps required to run sewer televising system.	NA	NA	
3.00	Power Reel System			
3.01	Minimum 600 feet cable	Y / N	Y / N	
3.02	Exterior shield of Armor/Kevlar protection	Y / N	Y / N	
3.03	Auto payout reel	Y / N	Y / N	
3.04	Auto level wind	Y / N	Y / N	
3.05	Auto center camera head	Y / N	Y / N	
3.06	Synchronized backup with tractor	Y / N	Y / N	

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
3.07	Cable breaking strength	NA	NA	
4.00	Two (2) Transporters / Crawlers			
4.01	Two (2) steerable Transporters with powered elevator that can center in pipes from relined 6" to 36" minimum.	Y / N	Y / N	Model Name: _____
4.02	Will this Transporter televise pipe up to 60"?	Y / N	Y / N	
4.03	IP 68 compliant.	Y / N	Y / N	
5.00	Poles			
5.01	Connectable Poles with hook or other hardware that will assist the operator on lowering the camera/transponder up to 20' into structures for pipe televising.	Y / N	Y / N	Composition: _____
6.00	Wheels			
6.01	Shall include all spacers, screws, cradles, and tools to interchange wheels.	Y / N	Y / N	
6.02	Rasp wheels for smooth/relined pipes.	Y / N	Y / N	
6.03	Small, medium, and large solid rubber, and large pneumatic for conventional / silted pipes.	Y / N	Y / N	Wheel sizes in inches: _____

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
6.04	Single point wheel removal.	Y / N	Y / N	
7.00	Computer Hardware			
7.01	Laptop computer with a minimum 1Tb hard drive.	Y / N	Y / N	Manufacturer: _____ Operating System: _____ Processor: _____ RAM: _____ Graphics: _____ Storage Type: <u>Duel / SSD / HDD</u> Monitor Size: _____ Touch-screen: <u>Yes / No</u> Resolution: _____ Keyboard: _____ Docking Station: <u>Yes / No</u> Multi Monitor Support: <u>Yes / No</u> Other: _____ Warranty: _____

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments																										
7.02	Controller Unit / Laptop ports (if separate) & connectivity, minimum one (1) USB 2.0, one (1) HDMI and one (1) ethernet port.	Y / N	Y / N	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 5%;">#</th> <th style="text-align: left;">Type</th> </tr> </thead> <tbody> <tr><td>___</td><td>USB 2.0</td></tr> <tr><td>___</td><td>USB 3.0</td></tr> <tr><td>___</td><td>HDMI</td></tr> <tr><td>___</td><td>Ethernet</td></tr> <tr><td>___</td><td>Audio In</td></tr> <tr><td>___</td><td>Analog Video In</td></tr> <tr><td>___</td><td>Bluetooth</td></tr> <tr><td>___</td><td>Wi-Fi, _____</td></tr> <tr><td>___</td><td>Multi Monitor Support: <u>Yes / No</u></td></tr> <tr><td>___</td><td>Other, _____</td></tr> <tr><td> </td><td>_____</td></tr> <tr><td> </td><td>_____</td></tr> </tbody> </table>	#	Type	___	USB 2.0	___	USB 3.0	___	HDMI	___	Ethernet	___	Audio In	___	Analog Video In	___	Bluetooth	___	Wi-Fi, _____	___	Multi Monitor Support: <u>Yes / No</u>	___	Other, _____		_____		_____
#	Type																													
___	USB 2.0																													
___	USB 3.0																													
___	HDMI																													
___	Ethernet																													
___	Audio In																													
___	Analog Video In																													
___	Bluetooth																													
___	Wi-Fi, _____																													
___	Multi Monitor Support: <u>Yes / No</u>																													
___	Other, _____																													

7.03	Controller unit joystick.	Y / N	Y / N																											
7.04	Radio sonde	Y / N	Y / N	Frequency _____																										
7.05	Radio sonde compatible with Radio Detection	Y / N	Y / N																											

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
7.06	"Cruise Control "hands-off" operation	Y / N	Y / N	
8.00	One (1) Camera			
8.01	Gas pressurized auto focus, pan, tilt and minimum ten (10)X optical zoom with minimum 420 Lumen LEDs. Incandescent bulbs not acceptable.	Y / N	Y / N	Resolution in "H" lines: _____ No. of LEDs: _____ No. of Lumen: _____ Pan, in degrees: _____ Rotate / Tilt, in degrees: _____ Max optical zoom: _____ Type of pressure: _____
8.02	Auto focus	Y / N	Y / N	
8.03	Camera lens wiper	Y / N	Y / N	
8.04	Camera LED light(s)	Y / N	Y / N	Dimmable: <u>Yes / No</u>
8.05	Auto iris compensation	Y / N	Y / N	
8.06	Rear camera availability	NA	Y / N	

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
8.07	Camera adaptor(s)	NA	Y / N	
9.00	Controller Unit Software			
9.01	Compatible with GraniteNet.	Y / N	Y / N	Lowest version: _____
9.02	Compatible with Pipeview.	Y / N	Y / N	Lowest version: _____
9.03	Compatible with ESRI ARCGIS	Y / N	Y / N	Lowest version: _____
9.04	Compatible with other software.	Y / N	Y / N	Name: _____ Lowest version: _____ Name: _____ Lowest version: _____
9.05	NASSCO PACP compliant	Y / N	Y / N	Lowest version: _____
9.06	<u>Recording formats:</u> minimum 1. H.264 video format 2. MP3 audio format 3. MP4 file format 4. Snapshots in JPEG and PNG image format.	Y / N	Y / N	

SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
9.07	<u>Reports & formats:</u> minimum 1. NASSCO standard reports including PACP, LACP and MACP 2. MSCC3 & 4 in MS Word 3. MSCC5 in MS Word or MS Excel 4. Win Can in xml 5. Video in MP4 6. Image in JPEG and PNG 7. PDF format available	Y / N	Y / N	
9.08	Reports available immediately upon completion of inspection (no additional compiling required).	Y / N	Y / N	
9.09	Auto save functionality	Y / N	Y / N	
10.00	Manuals, Training & Support			
10.01	<u>Manuals:</u> Two (2) complete sets of manuals/CD for the Televising Unit, and all attachments, shall be provided at time of delivery. These sets will consist of service manual, parts manual, and two (2) operator's manuals for all components.	Y / N	Y / N	

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
10.02	<u>Training:</u> Minimum four (4) hours onsite training in operations and maintenance of equipment within 15 business days of receipt of equipment.	Y / N	Y / N	
10.03	<u>Training:</u> Minimum four (4) hours onsite follow-up training within six (6) months after completion of initial training.	Y / N	Y / N	
10.04	Telephone support.	Y / N	Y / N	

SPECIFICATIONS			
SEWER TELEVISIONING EQUIPMENT PURCHASE & TRAINING			
Ref	Description	Complies?	Included In Price?
11.00	Warranty		
11.01	The bidder will provide the Village with all warranties and guarantees normally offered or provided with this type of equipment. In addition, if the unit fails to operate within two (2) years after acceptance by the Village due to faulty labor, materials or equipment and not due to negligence on the part of Village personnel, the bidder will replace the equipment or make such repairs as necessary to return the unit to a proper operating condition, such repairs being at the expense of the bidder with no limit on miles or hours for 100% parts and labor.		
11.02	In the event a Tractor/Camera Component of the Sewer Televisioning System is deemed inoperable within two (2) year after acceptance by the Village, the bidder shall supply within one (1) business day the Village with a loaner replacement, for the entire time that the component is out of service. This shall be at no additional charge to the Village.		
Additional Information / Comments			
<hr/>			
<hr/>			
<hr/>			
<hr/>			

**SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

12.0	Parts & Service	
12.01	Location of closest parts supplier:	
12.02	Location of closest repair location:	

Equipment Loaner Policy:

Additional Information / Comments:

End of the REQUIRED RFB Specifications

**ALTERNATE BID SHEET
SEWER TELEVISIONS EQUIPMENT**

The Village requests the pricing for the following additional equipment and any additional costs associated with the equipment as outlined in the Alternate Equipment Specifications included herein. The alternate equipment is listed in random order with no specific order of priority.

_____ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

Alt A - Manual Portable Push Rod Reel System
(includes manuals, training & 1st year of support)

\$ _____

Alt B - Jetter inspection Camera System
(includes manuals, training & 1st year of support)

\$ _____

Alt C - Pole Mounted Camera Inspection System
(includes manuals, training & 1st year of support)

\$ _____

**ALTERNATE EQUIPMENT SPECIFICATIONS
SEWER TELEVISIONS EQUIPMENT PURCHASE**

The following Specifications and other provisions shall govern the performance of the Work and will be made a part of the Contract.

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
A.00	Manual Portable Push Rod Reel System			
A.01	Manual portable push rod reel system must connect to a small camera (provided) and work in conjunction with the Sewer Televising System to operate and inspect pipes as small as 1" in diameter.	Y / N	Y / N	
A.02	Minimum 600 feet cable	Y / N	Y / N	
A.03	Camera system and connections must be waterproof and corrosion resistant.	Y / N	Y / N	
A.04	Exterior shield of Armor/Kevlar protection	Y / N	Y / N	
A.05	Camera LED light(s)	Y / N	Y / N	Dimmable: <u>Yes / No</u>
A.06	Auto center camera head	Y / N	Y / N	
A.07	Cable breaking strength	ft /lbs _____		

**ALTERNATE EQUIPMENT SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE**

The following Specifications and other provisions shall govern the performance of the Work and will be made a part of the Contract.

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
B.00	Jetter inspection Camera System			
B.01	Unit must use jet hose for propulsion in six (6) inch diameter pipe or larger.	Y / N	Y / N	
B.02	System must have the ability to be retrofitted to an existing Sewer Jetting System with a one (1) inch hose connection on Vac-Con type jetter.	Y / N	Y / N	
B.03	Unit camera must be color, self-leveling and auto focusing.	Y / N	Y / N	
B.04	Jetter camera system and connections must be waterproof and corrosion resistant.	Y / N	Y / N	
B.05	Recording capability	Y / N	Y / N	Storage Type _____

**ALTERNATE EQUIPMENT SPECIFICATIONS
SEWER TELEVISION EQUIPMENT PURCHASE**

The following Specifications and other provisions shall govern the performance of the Work and will be made a part of the Contract.

Ref	Description	Complies?	Included In Price?	Additional Information / Comments
C.00	Pole Mounted Camera Inspection System			
C.01	Unit must be a pole mounted camera which can be lowered into a vertical pipe.	Y / N	Y / N	
C.02	Unit must have a calibration system for accuracy.	Y / N	Y / N	
C.03	Unit camera lens must be color.	Y / N	Y / N	
C.04	Camera LED light(s)	Y / N	Y / N	Dimmable: <u>Yes / No</u>
C.05	Auto center camera head	Y / N	Y / N	
C.06	Camera system and connections must be waterproof and corrosion resistant.	Y / N	Y / N	
C.07	Recording capability.	Y / N	Y / N	Storage Type: _____

**REFERENCE FORM
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

Each Bidder **must** supply at least three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

**BID AFFIRMATION AND CERTIFICATION
SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING**

IN SUBMITTING THE SUMMARY BID SHEET AND ALTERNATE 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 Work.
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. Will cooperate with the appropriate Village personnel to supply all the necessary information to complete a background investigation of the principals of the bidder and all employees who will perform the Work on behalf of the bidder. The Village, at its sole discretion, may disqualify any bidder and may void any contract previously entered into with the bidder based upon its background investigation.
5. Understands that this bid, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the bid will be considered confidential by the Village.
6. Bidder affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with Specifications as described herein.
7. 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 performing and furnishing the Work for which this Bid is submitted.

FURTHER, IN SUBMITTING THIS BID, BIDDER CERTIFIES THAT:

8. 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;
9. 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;

10. 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,
11. Has 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.
12. 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 terms are included on the Bid Exception Sheet.
13. They understand that any contract entered into with the Village is non-exclusive and does not prevent the Village from employing similar contractors to perform the same or similar type work.

SIGNED AND SWORN THIS _____ DAY OF _____, 2021

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: _____

CERTIFICATION OF COMPLIANCE

DESCRIPTION: SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING

_____, 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: 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules, the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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.

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.

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)

Federal Employer Identification # (FEIN): _____

IL Secretary of State File #: _____

IL Department of Employment Security #: _____

IL Department of Revenue Registration #: _____

IL Department of Professional Regulation #: _____

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: _____
(Signature)

By: _____
(Print Name and Title)

d/b/a _____

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

APPENDIX ONE

Contract with Successful Bidder Only



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

Contract No. 21036

For:

SEWER TELEVISION EQUIPMENT PURCHASE & TRAINING

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 (“Agreement” or “Contract”) is to the purchase the Sewer Televising Unit and related end user training (“Sewer Televising Equipment Purchase & Training”, “Equipment”, or “Work”) per the Specifications included in Attachment One (“Attachment One”) of this document. The Agreement is for the bid offered by Tbdvname (“Contractor”) to the Village of Wilmette (“Village”).

2. This Addendum is made pursuant to the _____ dated _____, _____, 2021 attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into 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. Contractor 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 completion of the Work, acceptance of the Work by the Village and 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 completion of the Work, acceptance of the Work by the Village and 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. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

7. Title and Risk of Loss. Title to the Equipment shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

8. Warranties. Contractor agrees to provide warranty coverage as described in Attachment One, and to cooperate with Village in the event Village makes any warranty claim.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the delivery of the Equipment and subsequent end user training as outlined in Attachment One.

10. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the Work unless otherwise stated.

11. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

12. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

14. Limitation of Remedy. Village's liability to Contractor 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.

15. Relationship of the Parties. The Contractor 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 Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

16. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor 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.

17. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services 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. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. 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 Contractor.

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

20. 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:

Contractor
Tbdvname
Tbdvaddress
Tbdvcitystatezip

Village
Director
Engineering & Public Works
711 Laramie Avenue
Wilmette, IL 60091

with a copy to:
Corporation Counsel
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

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

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

23. 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.

24. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor 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.

Contractor 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 Contractor 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 Contractor 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').

Contractor will also be required to provide Goods in Transit insurance before transporting the Village's Equipment for repair or replacement. Said insurance shall insure against all risk of all property in transit, regardless of transporter, with coverage amounts equal to or greater than invoice cost plus freight; or if there is no invoice, current replacement cost.

All insurance required herein of Contractor 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.

Contractor shall require all subcontractors not protected under the Contractor'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 Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor'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 Contractor's insurance and shall not contribute with it.

25. Kotecki Waiver. Contractor (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. Contractor 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 Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

26. General indemnification. To the fullest extent permitted by law, the Contractor 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 Contractor, 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 Contractor, 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 Contractor 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 Contractor 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.

27. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor 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 Contractor, Contractor's employees or Contractor's independent contractors for purposes of fulfilling the terms of this

Agreement. Contractor 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.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor 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 Contractor 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 Contractor's expense. Contractor 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 Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor 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.

28. 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 Contractor in their completion or pursuit of the Contract.

29. Use of Village's Name, Employee Name(s) or Image(s). The Contractor shall not use or permit the use of the Village's name and/or logo, 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.

30. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

31. 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 Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor 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 Contractor 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 Contractor. The Contractor 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.

32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, 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.

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

34. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor 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 Contractor and Contractor 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 Contractor.

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

Upon receipt of payments from the Village, Contractor shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such subcontractor's work. Contractor shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

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

35. Illinois Freedom of Information Act. Contractor 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. Contractor 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 Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor 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. Contractor 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 Contractor's request to utilize a lawful exemption to the Village.

36. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

37. 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.

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

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of _____, 2021

Robert T. Bielinski, Village President

Attest: _____
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of _____, 2021

Signature

Position/Title

Print Name

Print Company Name

ATTACHMENT ONE
CONTRACTOR'S BID DATED mm/dd/yyyy

RFB No. 21036

END OF DOCUMENT