

# Village of Bensenville

**Invitation to Bid with Specifications**

**2017**

**Music in the Park Series  
Sound and Lighting**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Bensenville Recreation Department  
735 E. Jefferson St. Bensenville, IL 60106  
Phone: 630-594-1134 Fax: 630-594-1143  
[www.Bensenville.il.us](http://www.Bensenville.il.us)**

## **LEGAL NOTICE**

**Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 11:00 am local time on Friday, March 3rd, 2017, and then at said office publically opened and read for following:**

### **Music in the Park Series Concert Sound and Lighting**

The Village of Bensenville (“Village”) is seeking the complete provision of Concert Sound and Lighting for events scheduled over 11 dates in summer 2017, from an established professional firm with extensive experience in providing dependable and sturdy sound and lighting equipment to municipal and private sector shows.

Plans, specifications and bid forms can be found at [www.bensenville.il.us](http://www.bensenville.il.us) under “Business” tab; or can be requested from Robert Flood, Assistant Director of Recreation by e-mail to [bflood@bensenville.il.us](mailto:bflood@bensenville.il.us) or by telephoning 630-594-1134; or by calling in person during Village business hours at The Edge Ice Arena, 735 E Jefferson St, Bensenville, Illinois 60106.

All bids shall be accompanied by a Bid Bond or Cashier’s Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount.

Ilsa Rivera-Trujillo  
Village Clerk

## **GENERAL TERMS AND CONDITIONS**

**1.0 CONDITIONS** - Bidders should become familiar with all conditions, instructions and specifications governing their proposal. Bidders are advised to inspect the concert venue sites prior to bidding. It is the Bidder's responsibility to become familiar with all site requirements and conditions. Once the award has been made, failure to have read all contract conditions, instructions and specifications of their contract is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.

### **2.0 BID SECURITY**

**2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a Cashier's Check, certified check or a Bid Bond.

**2.2** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

**2.3** Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

**2.4** Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

**3.0 REFERENCES** - Bidders must provide three (3) current references with their bid proposals which can be used to determine the experience and capabilities in performing this type of work. Include company name, address, contact name, telephone number and email address.

**4.0 ADJUSTMENTS TO CONTRACT** - The Village reserves the right to adjust the scope of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.

**5.0 MULTI-YEAR CONTRACT** - Contracts with a duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

**6.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

**6.1** The Bidder understands and agrees that all contract times are of the essence. Penalties will be imposed for non-completion on the set dates.

**6.2** Liquidated damages owed the Village, at the Village's option, may be deducted from any payments to the Contractor, or by the calling of the performance bond or other security required by the Contract of the Contractor to secure its performance of the Contract.

**7.0 MEETING BEFORE WORK BEGINS** - It is mandatory that the Contractor meets with the Assistant Recreation Director or his designee(s) prior to the start of work or delivery of services for each event in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

**8.0 SAFETY** – While working on the Village rights-of-way and property, the Contractor shall conform to all federal, state, and local regulations and to all safety standards within the industry for the delivery and setting up of sound and lighting for performances and for all other services to be provided by the Contractor.

**9.0 TAX EXEMPT STATUS** – The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. No portion of the bid price shall include charges for such taxes. The Illinois State Exemption Number will be provided after the Contract is awarded.

**10.0 PRICING** - All pricing for goods and services included in this bid shall be good through December 31, 2017.

**11.0 CONTRACT EXTENSION OPTION & ESCALATOR CLAUSE** - The proposal shall provide that the Village shall have the option to extend the Contract for two (2), one- (1) year periods, with the first such extension running from January 1, 2018 through December 31, 2018; and the second extension from January 1, 2019 through December 31, 2019, with such option to be exercised by the Village on or before March 1st of each year. Such extension shall be on terms identical to those for the period through December 31, 2017, except that as to the price for each extension period there may be an adjustment for labor, material, and equipment costs not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve-month period.

**SCOPE OF WORK AND SERVICES**

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

Contractor will provide, set up, and remove sound and lighting for each of the eleven (11) events at the Village's Annual Music in the Park concert series in 2017. This Bid requires the Contractor to: 1) furnish all equipment, materials, labor and coordination for the installation of the equipment on the event days, so that it will be set up, ready, and able to perform no later than 5:00 p.m. on the event days; and 2) dismantle and have the specified equipment completely removed following the conclusion of the event no later than 11:59 p.m. of the event day. The specifications contained herein describe the minimum requirements of the Village and any omission shall not relieve the Contractor of furnishing quality service in a timely manner.

**MUSIC IN THE PARK SHOW DATES**

**June 14<sup>th</sup>, 2017**

**June 21<sup>st</sup>, 2017**

**June 28<sup>th</sup>, 2017**

**July 12<sup>th</sup>, 2017**

**July 19<sup>th</sup>, 2017**

**July 26<sup>th</sup>, 2017**

**August 2<sup>nd</sup>, 2017**

**August 9<sup>th</sup>, 2017**

**August 16<sup>th</sup>, 2017**

**August 23<sup>rd</sup>, 2017**

**August 30<sup>th</sup>, 2017**

**I. MUSIC IN THE PARK SOUND AND LIGHTING SPECS**

- The provided Sound and Lighting Equipment would include:
- Premium sound equipment capable of producing clear, quality sound for a crowd of 2500 people, including sound wings, onstage monitor mixing to individual artist specifications, fully wired microphone and mic stand packages, snakes, cabling, consoles, power supplies, generators, technicians and transportation, delivery, setup, operation and removal
- 24K Par 64 1000 watt conventional fixtures with controllers, dimmers, all cabling and distribution, technicians and transport, setup, operation and removal
- Suitable to fit a stage that is 24' x 16' X 4'

**II. SOUND AND LIGHTING SETUP AND TAKE-DOWN**

The Contractor shall perform the following:

- A. The Contractor's field crew will meet as agreed upon, with assigned Village personnel to go over areas of the placement for the sound and lighting equipment.
- B. At the end of each show, the Contractor must remove specified equipment, with removal to be completed by 11:59 p.m. on the event days, unless specifically permitted otherwise by the Assistant Recreation Director or designee, in which case the equipment must be removed no later than 12:00pm on the day following the event

For any certification that will expire during the contract period, the Contractor shall provide the Village with a copy of renewed certificate within thirty (30) days of the expiration date. If the Contractor fails to so provide such renewed certificate, the Village, at its option, may declare the Contractor to be in breach of the Contract, and pursue any and all remedies against the Contractor for said breach, including termination of the Contract.

**III. ASSUMPTIONS AND SERVICES PROVIDED BY THE VILLAGE**

The bid shall be awarded based upon the assumption that the Contractor shall furnish all equipment and man-power necessary for the delivery, set-up and removal of equipment without any assistance from or the presence of Village personnel on the site. However, if timely requested by the Contractor, the Village shall provide the following:

- A. At the time of set up and removal of the equipment, control and direction of vehicle traffic on Village streets and public rights-of-way as may be necessary for such.
  
- B. Where a particular performance may have special requirements, the presence of a Village representative to provide the Contractor any information relative to such.

**BIDDER INFORMATION SHEET**

NAME: (PRINT) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: (PRINT)

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Please Return to:   Corey Williamsen  
                          Deputy Village Clerk  
                          Village of Bensenville  
                          12 South Center St.  
                          Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked: MUSIC IN THE PARK, SOUND AND LIGHTING BID 2017.

The Proposals must be received by **Friday, March 3rd, 2017**. It is the responsibility of the proposer to deliver its bid to the designated person at the appointed place. Late delivery of a proposal for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the proposal.



**BID PRICE FORM**

If this bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Price includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete the planning, fieldwork, execution and removal of equipment each week meeting all specifications herein.

<b>Year</b>	<b>Sound/Lighting Price per Week</b>	<b>Number of Dates</b>	<b>Bid Total</b>
<b>2017 MIP</b>		11	

**GRAND TOTAL (2017) = \$ \_\_\_\_\_**

**The Village Board reserves the right to reject any and all Bids or portions thereof**

Signed:

Where bidder is a corporation, add:

\_\_\_\_\_  
Authorized Signature

Attest: \_\_\_\_\_  
(Secretary or other authorized officer)

Date: \_\_\_\_\_

(CORPORATE SEAL)

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

These terms and conditions apply to all purchases/services and become a part of each bid.

**1.0 NON-DISCRIMINATION IN EMPLOYMENT** - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

**2.0 REMOVAL OR SUSPENSION OF BIDDERS** - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with contract specifications;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor is found guilty of collusion;
- E. Bankruptcy or evidence of insolvency is found;
- F. An employee currently serves as a Bensenville Village Board member or Bensenville employee is financially involved in the proposed work.

### **3.0 COMPLIANCE WITH LAW**

**3.1** The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

**3.2** All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.).

**3.3** Bidder must complete, notarize and return the Bid Compliance Page with bid.

## **4.0 BIDDING CONDITIONS**

### **4.1 Bid Definitions** –

- A. “Bidding documents” include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, bid price form and proposed contract documents including addenda posted prior to receipt of bids.
- B. “Addenda” are written graphic instruments issued prior to execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

**4.2 Bid Price Form** – Prices shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked “Music in the Park, Sound and Lighting Bid 2017”

**4.3 Late Bids** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**4.4 Withdrawal of Bids** -- A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document that may be binding as to the bidder and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

**4.5 Examination of Bidding Documents** - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, **post all addenda on the Village website ([www.bensenville.il.us](http://www.bensenville.il.us)) under “Business” heading.** Addenda shall not be made less than four (4) days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and the Village does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

**4.6 Mistake in Bid and Bid Changes** - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

**4.7 Changes in Contract Documents** - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four (4) days prior to date established for receipt of bids.

**5.0 AWARD, REJECTION OR DISQUALIFICATION OF BIDS** - Village staff will evaluate all properly submitted bids, and will grade and rank all bids received with respect to the criteria set forth in this invite to bid, each proposer's references, past show performances (when applicable), and the proposed fee. The Village will then select the top preferred bidder, with whom a contract, on a form to be provided by the Village, will be negotiated.

The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

Submitted Bids are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting bids. Issuance of this bid does not obligate the Village to pay any costs incurred by a respondent in its submission of a bid or making any necessary studies or design for the preparation of their bid, or for procuring or contracting for the services to be furnished under this bid.

The Village reserves the right to accept the bid that is, in its judgement, the best and most favorable to the interests of the Village and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted in the invite to bid process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their bids.

**5.1 Responsibility of a bidder is determined by taking the following into consideration:**

- A. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- B. The ability, capacity and skill of the Bidder to perform the Contract to provide the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. The quality of performance of previous contracts of services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract of service;
- F. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- G. The number and scope of conditions attached to the Bid;

- H. Responsiveness to the exact requirements of the invitation to bid;
- I. The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. The financial resources of the Bidder;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration; and
- O. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of Bidder's responsibility as determined by the Village.

**5.2** The Village may reject any and all Bids, and may re-advertise for new bids.

**5.3** The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the intended purchase;
- B. Failure to submit Bid deposit 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
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder fails to submit required information, literature, samples or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

**5.4** Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

**5.0 NOTICE OF AWARD** – After the acceptance and award of the bid, and upon receipt of a purchase order executed by the proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

**6.0 VILLAGE SUPERVISION** - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as “additions” and safety duties are to be determined by bidder awarded with the contract.

**7.0 SAFETY/LOSS PREVENTION PROGRAM** – The Village may request that the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

**8.0 VENUE** – The parties hereto agree that for the purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

## **9.0 INJURY TO PERSONS AND DAMAGE TO PROPERTY**

**10.1** Contractor is responsible for all injury to person and property damage caused by their work performed for this contract. The Contractor shall defend, indemnify, and hold harmless the Village for all liability related to such injury and damage claims under the Scope of Work of this contract caused by bidder, hereunder.

**10.2** If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Assistant Director of Recreation prior to starting work. Take pictures of preexisting damage before beginning. This is for the Contractor’s protection.

**11.0 VILLAGE INSURANCE REQUIREMENT** – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed.11/85) with the Village of Bensenville named as additional insured; and
- 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- 3) Insurance Services Office Business Auto Liability coverage form CA 0001 (ED. 10/90 or newer), Symbol 01 “Any Auto.”

- 4) Workers' Compensation as required by the Labor Code of the State of Illinois

B. Minimum Limits of Insurance Contractor shall maintain limits no less than:

- 1) Commercial General Liability \$1,000,000 combined single limited per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$2,000,000 or a project specific aggregate of \$2,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

- 1) Workers' Compensation and Employers' Liability Coverage - The insurer agrees to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
- 2) All Coverages- Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

D. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

E. Verification of Coverage - Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and

with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**12.0 SUBCONTRACTING, ASSIGNMENT** - The Contractor shall not assign all or any portions of the Contract, nor shall the Contractor subcontract any portion of the contract, except as may be expressly approved in writing by the Village. The Contractor shall remain fully liable for all portions of the Contract executed by any subcontractor and for all claims and liabilities arising therefrom as if such portions of the contract were performed by the Contractor itself.

**13.0 ASSUMPTION OF LIABILITY** - Contractor assumes liability for all injury to or death of any person or persons, including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed by contractor for the purpose of this agreement.

**14.0 INDEMNITY-HOLD HARMLESS PROVISION** - To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, their subcontractors, resulting from work performed under this agreement except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising out of the work performed under this agreement.

**15.0 DEFAULT** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- If the contractor/vendor fails to make delivery of materials or to perform the services within the time specified herein or any extension hereof; or
- If the contractor/vendor fails to make progress so as to endanger performance of the contract; or
- If the contractor/vendor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.



In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**16.0 PAYMENT** - Fifty percent (50%) of the Contract price will be submitted to the Village Board for approval for payment upon the execution of the Contract, with twenty-five percent (25%) of the Contract price being submitted for approval upon the conclusion of the first event, and the remaining twenty-five percent (25%) being submitted for approval for payment upon the conclusion of the last event. Vendors' payment are submitted for approval at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment are typically made by check and issued the same week as payout approval. Payments are not submitted for Village Board approval until the appropriate Village staff has accepted the product or service to be delivered, or work performed under contract.

**17.0 PAYMENT WITHHELD** - The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

**18.0 LIENS** – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

**19.0 NO JOINT VENTURE OR EMPLOYMENT RELATIONSHIP** - For all purpose of any Contract between the Village and Contractor, the Contractor shall be an independent contractor, and no such Contract shall be deemed as creating a joint venture or employment relationship between the Village and the Contractor, its employees and agents, or any subcontractor.

**The undersigned, duly authorized to execute this Invitation to Bid on behalf of the Bidder, affirms that the Bidder understands and agrees to the foregoing terms and conditions.**

**Bidder:**

\_\_\_\_\_  
Bidder Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*(If corporation) Attest:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Corporate Seal)

**VILLAGE OF BENSENVILLE  
BID COMPLIANCE CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn, depose and  
(owner/authorized company representative)  
state as follows:

\_\_\_\_\_ (“Contractor”), having submitted a proposal  
for:  
(Name of Company)

to the Village of Bensenville, hereby

certifies that said Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
4. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
5. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
6. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: \_\_\_\_\_  
(Officer or Owner of Company stated above)

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_



BENSENVILLE  
GATEWAY TO OPPORTUNITY

√	<b>Submittal Checklist – Bid Packet must be returned in its entirety</b>
	Bidder Information Sheet
	Bid Price Form
	Addenda Number Acknowledged, if applicable
	References
	Contractor's Certification's if Applicable
	Bid Security of 10%
	Signature Page
	Bid Compliance Page
	Copy of Submittal Checklist

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
Payment Bond, if applicable	N/A
Certificate of Insurance	Due upon execution of Contract
Certificate of Compliance	Due upon execution of Contract
Executed Contract with Authorized Signatures	Due upon acceptance of Bid

**Village of Bensenville**

12 S Center St.  
Bensenville, IL 60106  
P: (630)766-8200

**Request for Proposals – References sheet**  
2017 Music in the Park Staging

Provider Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Telephone Number: () \_\_\_\_\_  
Fax Number: () \_\_\_\_\_

**REFERENCES**

Organization: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Telephone Number: () \_\_\_\_\_  
Fax Number: () \_\_\_\_\_  
Length of Association: \_\_\_\_\_

Organization: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
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Organization: \_\_\_\_\_  
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