

# **Village of Bensenville**

**Invitation to Bid with Specifications**

**2016**

**Music in the Park Concert Series**

**Sound and Lighting Equipment and Services**



**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 a.m. local time on March 4, 2016, and then at said office publically opened and read for following:**

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

The Village of Bensenville (“Village”) is seeking the complete provision of Concert Lighting and Sound Equipment for events scheduled over 11 dates in summer 2016 from an established professional firm with extensive experience in providing and setting up sound and light equipment for outdoor, municipal and private sector concert stage 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 U.S. Mail to the Village of Bensenville, 12 South Center Street, Bensenville IL 60106, attn.: Robert Flood, Assistant Director of Recreation or by calling in person during Village business hours at Bensenville Village Hall, 12 South Center Street, Bensenville, Illinois.

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 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 four (4) 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 of the set dates.

**6.2** Should the Bidder as Contractor fail to complete the work or deliver the services within the time specified in the Contract or within such extended time as may have been allowed by the Village, Contractor shall be deemed in breach of the Contract and the Contract shall be subject to cancellation by the Village and the Contractor liable to the Village in the amount of Five Thousand and no/100ths Dollars (\$5,000.00), as liquidated damages. The Parties further agree that the liquidated damages represent the minimum damage the Village will sustain on account of the Contractor's failure to timely complete the work or deliver the services.

**6.3** 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 concert staging industry for the delivery and setting up of light and sound equipment for concert band performances and for all other services to be provided by the Contractor. These standards include wind MPH stability to winds in excess of 60 m.p.h.

**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, 2016.

**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, 2017 through December 31, 2017; and the second extension from January 1, 2018 through December 31, 2018, 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, 2016, 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. The Contractor shall notify the Village of any price increase on or before February 1st of each year.

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## **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 equipment specific to sound and lighting for a concert stage that will have been provided and set up by another vendor for each of the eleven (11) events at the Village's Annual Music in the Park concert series in 2016. This Bid requires the Contractor to furnish, set up, and remove all lighting and sound equipment and the materials and labor necessary therefor and to coordinate with contractors providing other services on the event day (Wednesdays) the set-up of the sound and lighting equipment, as necessary, so that such equipment will be "performance-ready" for live music (not included within the scope of this Invitation to Bid), and removed after the conclusion of the performances. For these purposes, the sound and light equipment must be delivered to the stage site, set up, and be functional no later than 4:30 p.m. to allow for sound and light checking before the scheduled 6:00 p.m. opening artist on the event day and be removed following the conclusion of the event, so that the dismantling and removal of the stage can be completed by 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.

### **I. SOUND AND LIGHTING SPECIFICATIONS**

- SOUND: Nexo Alpha concert sound system with (10) Alpha B-1's,
- 4 - Alpha M-3's,
- 2 - Alpha M-8's,
- 4 - S-2 Subs; Nexo NX242 processors,
- MC2 power amplification.
- Soundcraft MH4 front of house console with power supply;
- Lexicon PCM 70 Digital delays,
- Yamaha SPX 990 Processors, Drawmer DL241 Comp/Limiter, DBX 160 XT's,
- BSS DPR 901 Comp/Limiter.
- Full onstage monitor mix to artists' specifications, including Yamaha M7/48 digital console, and EV XW15 monitor enclosures, with EV drum sub.
- Also included are full wired microphone and mic stand packages; snakes and cabling; technicians and transportation; set up, operation, and removal of all equipment.
- LIGHTING: 24K par 64 - 1,000 watt conventional fixtures, with Controller and Dimmer; including all cabling, distribution, technician and transportation; set up, operation, and removal of all equipment.

- Sound and lighting equipment should be appropriate for outdoor shows drawing varying crowds between 800-2,500 people. All equipment should also be safe for variable wind and weather patterns.

## **II. SOUND AND LIGHTING ERECTION 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 lighting and sound equipment..
- B. At the end of each show, the Contractor must coordinate with the stage contractor and have the light and sound equipment removed so that the dismantling and removal of the stage can be completed by 11:59 p.m. of the event day, unless specifically permitted otherwise by the Assistant Recreation Director or designee, in which case the light and sound equipment must be removed to allow complete removal of the stage no later than 12:00 noon the day following the event
- C. Contractor shall provide copies the following documentation with its bid evidencing validity for the contract period:
  - Sound and Lighting safety certification
  - Valid Sound and Lighting national certifications

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 manpower necessary for the delivery, set-up and removal of sound and lighting 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 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 LIGHT – BID.

The Proposals must be received by **11:00 am on** March 4, 2016. 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 the sound and lighting equipment each week meeting all specifications herein.

<b>Year</b>	<b>Sound/Lighting Price per Week</b>	<b>Estimated Number of Shows</b>	<b>Bid Total</b>
<b>2016</b>		11	

**GRAND TOTAL (2016) = \$ \_\_\_\_\_**

**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 PERMITS AND LICENSES** - The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

**3.0 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 fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or evidence of insolvency is found;
- G. An employee currently serves as a Bensenville Village Board member or Bensenville employee is financially involved in the proposed work.

### **4.0 COMPLIANCE WITH LAW**

**4.1** 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.

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

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

### **5.0 BIDDING CONDITIONS**

## 5.1 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.

5.2 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 Concert Staging - Bid”.

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

5.4 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.

5.5 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.

5.6 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.

5.7 Bid Binding - Unless otherwise specified, all bids shall be binding for ninety (90) days following the bid opening date.

**5.8 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.

**5.9 Response to Invitations** - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.

**5.10 Bid Attachments** - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

**5.11 Bid Opening** - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

**6.0 AWARD, REJECTION or DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Bidder acknowledges the right of the Village to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). In addition, the Bidder recognizes the right of the Village to reject a Bid if the Bidder failed to furnish any required Bid security or to submit the data required by the Bidding documents, or if the Bid is in any way determined by the Village to be incomplete or irregular.

**6.1** 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.

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

**6.3** 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.

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

**7.0 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.

## **8.0 CONTRACT PROVISIONS**

**8.1 Material, Equipment, and Workmanship** – If this Bid involves the sale of goods, unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the goods.

**8.2 Catalogs** - Each Bidder shall submit when necessary, or when requested by the Deputy Clerk, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the Deputy Clerk for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

**8.3 Samples** - Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

**8.4 Special Handling** - Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Bidder shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of the Bid.

**8.5 Training, Demonstrations** - Training will be required by the Bidders to the Village of Bensenville employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**8.6 Shop Drawings and Specifications** - When contract requires detailed shop drawings, layouts, and/or specifications, bidder shall submit them to the Village Manager, or designee, for approval. All such documents shall show the characteristics of equipment and operation details.

**9.0 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".

**10.0 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.

**11.0 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.

**12.0 DELIVERY**

- A. If Contract involves purchase of goods Bid items must be delivered within sixty (60) days from the date of execution of the Contract unless a specific delivery date is stated on the bid. The Village may cancel the Contract without obligation if Delivery requirements are not met. If said Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision.
- B. Unless otherwise specified in the Contract, sound and lighting deliveries must be made on Wednesdays allowing sufficient time for light and sound to be added.
- C. Bid price shall include delivery as indicated herein.
- D. All prices must be quoted F.O.B. Bensenville, Illinois.
- E. Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including “all risk” insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

**13.0 INJURY TO PERSONS AND DAMAGE TO PROPERTY**

**13.1** Contractor is responsible for all injury to person and property damage caused by their work performed for this contract and shall replace or restore it to its original condition at no cost to the occupant, owner or Village. 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 as provided herein.

**13.2** Contractor is not authorized to drive equipment on private property without property owner’s written authority.

**13.3** 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.

**14.0 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 \$5,000,000 combined single limited per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 or a project specific aggregate of \$5,000,000.
- 2) Business Automobile Liability: \$2,000,000 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 \$2,000,000 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.

D. Other Insurance Provisions- The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages
  - a. Village of Bensenville, its officials- , agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by Contractor; or automobiles

owned, leased, hired or borrowed by Contractor. Coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- b. Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) 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.

3) 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.

E. 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.

F. 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.

**15.0 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.

**16.0 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 pursuant to this agreement.

**17.0 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 in anyway 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, or subcontractors, or which may in anyway result therefrom, except those 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 therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees. The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**18.0 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.

**19.0 ALTERNATE MATERIALS AND EQUIPMENT** - Where specifications read “or approved equal”, contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer’s catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless “No Substitutes” is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer’s literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

**20.0 BIDDER’S ACCESS TO PROCUREMENT INFORMATION** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Section 33E-1 of the Criminal Code of 2012 (720 ILCS 5/33E-1, *et seq.*), and shall be available to all bidders as provided by such acts.

**21.0 ACCEPTANCE** - Contracted work will be considered accepted when final payment is made.

**22.0 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.

**23.0 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.

**24.0 DEDUCTIONS FOR UNCORRECTED WORK** - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

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

**26.0 REORDERS** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

**27.0 GUARANTEES AND WARRANTIES**

- A. All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
- B. All warranties for materials or equipment must be received with title before payment for same is recommended.

**28.0 CHANGES/ADDITIONAL SERVICES/DELETIONS** - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

**29.0 CHANGE ORDER AUTHORIZATION** - Pursuant to Section 33E-1 of the Criminal Code of 2012, no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by thirty (30) days or more unless one of the following certifications is made by either the Village Board or its designee that:

- A. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- B. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- C. The change is in the best interest of the Village.

**30.0 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.

**31.0 PERFORMANCE BOND** - The Contractor shall submit with the execution of the Contract a performance bond in the amount of Five Thousand and no/100ths Dollars (\$5,000.00) with the Village as Principal in a format and on terms and conditions approved by the Village.

**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

(If corporation) Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(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 Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

\_\_\_\_\_  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
7. 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.

\_\_\_\_\_  
NOTARY PUBLIC



BENSENVILLE  
GATEWAY TO OPPORTUNITY

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

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
Performance Bond, if applicable	Due upon execution of Contract
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