

**NOTICE TO BIDDERS AND INVITATION FOR BIDS
FOR MAINTENANCE OF THE HVAC EQUIPMENT
AT THE CITY OF ELMHURST POLICE STATION
AND REPAIR TO HVAC UNITS AT OTHER CITY OWNED PROPERTIES**

RECEIPT OF BIDS

Bids for maintenance and inspection of HVAC equipment at the Elmhurst Police Department and repair to HVAC units at other City owned properties will be received by the City of Elmhurst, DuPage County, Illinois until **10:00 a.m., Local Time, Friday, February 12, 2021.** Sealed envelopes or packages containing two (2) hard copies of bids shall be addressed to: Office of the City Clerk, Elmhurst City Hall, 209 N. York Street. Elmhurst, Illinois, 60126, and shall be marked **Elmhurst Police Department HVAC Maintenance Contract.**

CONTRACT DOCUMENTS

Bidding documents, consisting of bid proposals, project specifications, and project drawings are on file at the City Clerk's Office, Elmhurst, Illinois, upon payment of a non-refundable charge of Five Dollars (\$5.00) (plus \$5.00 mailing charge if required) per set of bidding documents. An electronic version of the bidding documents is available free of charge by contacting the Office of the City Clerk via email at: amanda.melone@elmhurst.org with the subject, "Elmhurst Police Department HVAC Maintenance, Project #21-10". All proposals must be submitted on the forms provided and in compliance with the Instructions to Bidders. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The City of Elmhurst will in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any errors or omission in the plans or proposal.

PRE-BID CONFERENCE

All bidders intending to submit a bid may schedule an appointment to tour the Elmhurst Police Department grounds and mechanical spaces as needed to assess site conditions. **BIDDERS MUST MAKE AN APPOINTMENT** and can do so by contacting Larry Paruszkiewicz at larry.p@elmhurst.org at least 24 hours in advance.

RIGHT TO REJECT BIDS

The City of Elmhurst reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the City of Elmhurst.

AWARD OF CONTRACT

Unless all bids are rejected, the contract award will be made to the lowest responsive responsible bidder. In determining who the lowest responsive responsible bidder is, the City of

Elmhurst will consider all factors which it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is.

PAYMENT OF PREVAILING WAGES

The general prevailing rate of wages in DuPage County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

Dated: This 22nd day of January, 2021.

City of Elmhurst

Steven M. Morley, Mayor

James A. Grabowski, City Manager

**FOR MAINTENANCE OF THE HVAC EQUIPMENT
AT THE CITY OF ELMHURST POLICE STATION
AND REPAIR TO HVAC UNITS AT OTHER CITY OWNED PROPERTIES**

PROJECT# 21-10

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INSTRUCTIONS FOR BIDDERS

1. Preparation of Bids

a) Bidders shall follow all instructions contained herein and included in the Invitation for Bids and bid forms for submission of bids on the contract item for which bids are sought.

b) Bidders shall submit their bids in the manner required by the Invitation for Bids.

c) The Bidder must submit its proposal on the supplied Proposal form. Unless otherwise provided, all prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the bid form. When alternate bids are sought for a particular contract item, the alternates will be identified in the bid form. A bid on every alternate is required unless otherwise specifically provided. When required by the Invitation for Bids, the bidder shall indicate a unit price for each of the separate price items called for in the bid form. The bidder may be required to show the products of the respective quantities and unit prices in a space provided for that purpose, and a gross sum shown in the place indicated in the bid form as the summation of those products. All writing shall be in a permanent, non-erasable form, except the signature of the bidder, which shall be written in permanent, non-erasable ink. Proposals shall be free of erasures or interlineations. Proposals modified by erasures or interlineations will not be considered. Partial bids will not be considered.

d) Bidders before submitting their proposal, shall carefully examine the provisions of the contract documents, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and the wage rates applicable to the work, become fully informed as to the quality, quantity, cost, sources of supply, and time of delivery of the materials and equipment required and become fully acquainted with the detailed requirements of the construction.

e) The general prevailing rate of wages in DuPage County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

2. Certifications

Each bid shall be accompanied by a Bidder's Certification in the form provided by the City of Elmhurst with the bid form package. The Bidder shall certify the following:

a) Illinois Taxes

The Bidder shall certify that if it is a partnership, that it is, and its general partners are and, if it is a corporation, its shareholders holding more than five percent (5%) of the

outstanding shares of the corporation, its officers and directors are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

b) **Bid Rigging**

The Bidder shall certify that, if it is a partnership, that it has, and its general partners have and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

c) **Educational Loan**

The Bidder shall certify that if it is an individual, that it is, if it is a partnership, its general partners are, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

d) **Payment of Prevailing Wages**

The Bidder shall certify that it has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

e) **Veterans Preference Act**

The Bidder shall certify that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

f) **Employment of Illinois Workers on Public Works Act**

The Bidder shall certify that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

g) **Drug-free Workplace**

The Bidder shall certify that it will provide a drug-free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Bidder's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (B) Establishing a drug-free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Bidder's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations;
- (C) Making it a requirement to give a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
- (D) Notifying the Department within ten (10) days after receiving notice under subparagraph (A)(3)b from an employee or otherwise receiving actual notice of such conviction;
- (E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (F) 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;

- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

h) Human Rights Number

The Bidder shall certify that at the time the Bidder submitted a bid on this contract, the Bidder had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

i) Prohibited Interest in Contract

The Bidder shall certify that:

(1) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Bidder, or

(2) if the Bidder's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Bidder, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Bidder, the Bidder has disclosed to the City in writing the name(s) of the holder of such interest.

j) Gift Ban

(1) The Bidder shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Bidder in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

(2) The Bidder shall certify that the Bidder has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the

official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

k) Substance Abuse

The Bidder shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Bidder is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

l) Presidential Executive Order 13224

The Bidder shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Bidder and its 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.

3. Experience

The Bidder shall provide at least three references to the City of Elmhurst of work successfully performed (preferably for municipalities), similar in nature to the proposed work, within the past three (3) years. Brochures, fact sheets, etc. may be submitted as appropriate to describe capabilities and features of the services proposed, experience, project approach, equipment, resource allocations or any other pertinent information. The following shall be provided for each project.

- 1) The project owner's name.
- 2) The name, address, telephone number and e mail address of the project owner's contact person.
- 3) The dollar value of work performed on the project.
- 4) The year the work was performed.

4. Delivery of Bids

Bids shall be sealed and submitted in the manner specified or allowed by the Invitation for Bids. When sent by mail, the sealed bid shall be addressed to the City of Elmhurst at the address and in care of the City of Elmhurst Clerk. All bids shall be delivered and received by the City of Elmhurst prior to the time and at the place specified in the Invitation for Bids. The date and time of receipt will be recorded. Bids will remain sealed and will be stored in a secure place until the date and time established for bid opening. Bids received after the time specified will be returned to the bidder unopened.

5. Change or Withdrawal of Bids

A bidder may change or withdraw a bid if written or in-person notice of the change or withdrawal is received by the Clerk's Office, before the time specified for submission of bids. No change or withdrawal is allowed after bid opening except as provided in Section 9 below. Changes must be initialed in ink by the bidder.

6. Combination Bids for Construction Contracts

a) A combination bid is a total bid received on two or more contract items. No combination bids other than those specifically established by the City of Elmhurst will be considered. Separate bid forms will be issued for each contract item in the combination. Bids may be submitted on the combination as well as on the separate contract items of the combination. The City of Elmhurst reserves the right to make awards on combination bids or separate contract item bids.

b) If a combination bid is submitted on two or more contract items, separate bids on each individual contract shall also be submitted, and unless separate bids are so submitted, the combination bid will not be considered. If the bidder intends to submit a combination bid, the bidder shall state, in the place provided in the bid form, the amount of the combination bid for the entire combination.

c) If a combination bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual bids, corrections will be made by the City of Elmhurst; and the amount of the combination bid will be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the combination bid submitted was to the sum of the gross sum bid submitted.

d) The following provisions govern combination bidding:

- 1) When a combination bid is submitted and awarded for two or more contract items, the combination bid price will be prorated against each contract item in proportion to the bid price submitted for each individual contract item.
- 2) Separate contracts will be executed for each individual contract item included in the combination.

3) The completion time for all contracts awarded on a combination bid will be the latest completion time designated in any of the contracts included in the combination, unless otherwise provided in the contracts.

7. Public Opening of Bids

Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. The name of each bidder and the price term of each bid will be read aloud and recorded in a tabulation of bids for each contract item advertised. After execution of the contract, the tabulation of bids in the total amount and unit price items, if applicable, of all bidders will be available for public inspection.

8. Consideration of Bids

a) After the bids are opened, read and recorded, the bids will be reviewed for responsiveness to the Invitation for Bids and conformity with all requirements prescribed in these Instructions. If unit prices are required, the bids will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices.

b) The right is reserved by the City of Elmhurst to reject any or all bids, to waive minor informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding information contained in a bid.

c) Reasons for rejection of all bids include, but are not limited to:

1) The object of the contract being procured is no longer required.

2) The contract provisions require amendment.

3) The solicitation did not provide for consideration of all factors of significance to the City of Elmhurst.

4) The bid prices exceed available funds or the bid prices exceed the anticipated estimate of costs to the extent that, in the judgment of the City of Elmhurst Manager, prices are unreasonable.

5) Evidence of collusion among bidders.

6) Actions or events beyond the control of the City of Elmhurst, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, would have an adverse effect on the completion of the anticipated contract.

d) Reasons for rejection of any individual bid include, but are not limited to:

- 1) More than one bid for the same contract item from a bidder under the same or different names.
- 2) Evidence of collusion among bidders.
- 3) Unbalanced bids in which the bid prices for some items are, in the judgment of the City of Elmhurst, out of proportion to the bid prices for other items.
- 4) If the bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- 5) If the bid form is other than that furnished or authorized by the City of Elmhurst, or if the form is altered or any part thereof is detached.
- 6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend, in the judgment of the City of Elmhurst, to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- 7) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 8) If the bid is not accompanied by the proper bid bond or substitute guaranty.
- 9) If the bid is prepared in any manner other than as indicated in these Instructions or the Invitation for Bids making the bid not responsive.
- 10) If the bidder:
 - (i) violated a material term of a prior contract with the City;
 - (ii) committed an act or omission which negatively reflects on the bidder's quality, fitness, or capacity to perform a contract with the City, any other public entity, or engaged in a pattern or practice which negatively reflects on same;
 - (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or
 - (iv) made or submitted a false claim against the City or any other public entity;
 - (v) provided false information to the City;

- (vi) been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
- (vii) been suspended or debarred by the United States through a federal agency;
- (viii) been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
- (ix) been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);
- (x) been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
- (xi) been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);
- (xii) has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);
- (xiii) been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (xiv) has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (xv) has a performance evaluation determined by the City to be unsatisfactory;
- (xvi) has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (xvii) has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the City;
- (xviii) has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts; or

- (xix) has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the bidder.

9. Mistakes

a) If a bidder claims a mistake in its bid, the bid may be withdrawn, provided the bidder claiming the mistake demonstrates to the City of Elmhurst with competent and reliable evidence:

1) that the claimed mistake is related to a material feature of the contract;

2) that the mistake would have serious, material consequences to the bidder such that enforcement of a contract would be unconscionable;

3) that the mistake occurred notwithstanding the exercise of reasonable care by the bidder; and

4) that the bidder has raised the claim of a mistake without delay in order to prevent the City of Elmhurst from altering its position in such a manner that loss to the City of Elmhurst would occur.

b) The City of Elmhurst reserves the right to correct obvious, apparent errors in bids. A bid may not be withdrawn if a mistake is apparent and the intended correct bid is clearly evident on the face of the bid. Examples of mistakes that may be clearly evident on the face of the bid include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

c) Mistakes claimed after execution of the contract will not be corrected.

10. Award after Bid Evaluation

a) Unless all bids are rejected, an award notification will be made to the lowest responsible bidder whose bid is responsive to and conforms to the requirements and criteria of the invitation. Tie bids will be decided by lot. All responsibility, responsiveness, and price factors are considered so as to select the bid most advantageous to the City of Elmhurst. An individual contract item advertised in an Invitation for Bids may state other, additional award and evaluation criteria that will be capable of objective consideration for award.

b) Responsibility of bidders will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Invitation for Bids:

1) The bidder shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations.

2) The bidder shall have a satisfactory record of performance as determined by the City of Elmhurst, including but not limited to, a sound record of integrity and business ethics.

3) The bidder shall be under no legal disability of any kind to contract with the City of Elmhurst.

4) The bidder shall have submitted all information requested by the Invitation for Bids concerning responsibility.

11. Time for Award

Unless the Invitation for Bids specifies a different time for bid acceptance, a notification of award will be made in writing dated within sixty (60) calendar days after the opening of bids.

12. Delay in Award

Should circumstances be encountered after the bid opening that may delay the award beyond the sixty (60) day or other advertised period, the responsive bidders may be requested to extend the bid acceptance period.

13. Binding Contract

a) Once an award has been made, the bidder is bound to perform according to the terms and conditions of the contract, the Invitation for Bids and these Instructions.

b) An approved contract executed by the City of Elmhurst is required before the City of Elmhurst is bound. An award may be canceled any time by the City of Elmhurst prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the City of Elmhurst, the best interests of the City of Elmhurst will be promoted.

14. Requirement of a Contract Bond

The successful bidder awarded a contract shall furnish the City of Elmhurst a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the City of Elmhurst, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the City of Elmhurst. Performance security for other contracts shall be as stated in the Invitation and contract.

15. Insurance Requirements

The successful bidder awarded a contract shall furnish and maintain the insurance coverage specified in the contract documents provided by insurance companies acceptable to the City of Elmhurst and authorized to transact business under the laws of the State of Illinois. The

insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City of Elmhurst will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in the contract documents.

16. Execution of Contract

a) The bid form submitted by the bidders may be in such a form that the signature of the bidder on the form is also the signature of the bidder for purposes of contract execution. In such circumstances, the City of Elmhurst will, after acceptance and approval of the bid for contracting purposes, execute the contract and return a copy to the bidder.

b) If the contract as bid requires additional execution by the bidder, the contract shall be executed by the successful bidder and returned, together with any required contract bond, within 15 days after the contract has been mailed to the bidder. Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder is cause for the cancellation of the award and the forfeiture of the proposal guaranty. If the contract is not executed by the City of Elmhurst within 15 days following receipt from the bidder of the properly executed contract and bond, the bidder shall have the right to withdraw the bid without penalty.

RETURN WITH PROPOSAL

**PROPOSAL FOR THE
MAINTENANCE OF THE HVAC EQUIPMENT
AT THE CITY OF ELMHURST POLICE STATION
AND REPAIR TO HVAC UNITS AT OTHER CITY OWNED PROPERTIES**

1. The _____ proposal of _____

(Contractor's Name)

to maintain the existing HVAC equipment at the Elmhurst Police Station located at 125 E. First Street, Elmhurst, Illinois and repair of HVAC units at other City owned properties.

2. The undersigned has, before submitting this proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the construction. By submitting this proposal the undersigned conclusively assures and warrants to the City of Elmhurst that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Bidders and agrees that the City of Elmhurst will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.

3. The undersigned agrees to **commence** the work by **May 1, 2021** unless an extension of time is granted in accordance with the specifications.

4. An executed Contractor's Certification on the form provided herein must accompany this proposal.

5. The undersigned submits the following schedule of prices to maintain the existing HVAC equipment at the Elmhurst Police Station located at 125 E. First Street, Elmhurst, Illinois, repair of HVAC units at other City owned properties and trip / vehicle fees.

Item 1: Preventive Maintenance and Inspection of the HVAC Equipment at the Police Station:

Year 1 (May 1, 2021 to April 30, 2022) \$ _____

Year 2 (May 1, 2022 to April 30, 2023) \$ _____

Year 3 (May 1, 2023 to April 30, 2024) \$ _____

Item 2: Hourly Charge for Items Not Covered in Agreement (at the Police Station) and Repair to HVAC Units at Other City Owned Properties:

Year 1 (May 1, 2021 to April 30, 2022) \$ _____

Year 2 (May 1, 2022 to April 30, 2023) \$ _____

Year 3 (May 1, 2023 to April 30, 20224) \$ _____

Item 3: Trip fee / Vehicle charges per service call:

Year 1 (May 1, 2021 to April 30, 2022) \$ _____

Year 2 (May 1, 2022 to April 30, 2023) \$ _____

Year 3 (May 1, 2023 to April 30, 20224) \$ _____

(If an individual):

Individual's Name

Street Address

City State Zip Code

Telephone Number

Signature of Individual Bidder

(If a partnership):

Partnership's Name

(If a corporation):

Street Address

City State Zip Code

Telephone Number

Signature of General Partner

Corporate Name

Street Address

City State Zip Code

Telephone Number

Name of President

Signature of President

Name of Secretary

Attest by Secretary:

CONTRACT

This Contract is made this ___ day of _____ 20___, between the City of Elmhurst, the City,
and _____ the Contractor for _____

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contractor's Certification and the Contract Bond, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work: maintain and inspect the existing HVAC equipment at the Elmhurst Police Station located at 125 E. First Street, Elmhurst, Illinois and repair of HVAC units at other City owned properties, performed in accordance with specifications described in the contract documents.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the Work, at the unit prices set forth below:

Item 1: Preventive Maintenance and Inspection of the HVAC Equipment at the Police Station:

Year 1 (May 1, 2021 to April 30, 2022) \$ _____

Year 2 (May 1, 2022 to April 30, 2023) \$ _____

Year 3 (May 1, 2023 to April 30, 20224) \$ _____

Item 2: Hourly Charge for Items Not Covered in Agreement (at the Police Station) and Repair to HVAC Units at Other City Owned Properties:

Year 1 (May 1, 2021 to April 30, 2022) \$ _____

Year 2 (May 1, 2022 to April 30, 2023) \$ _____

Year 3 (May 1, 2023 to April 30, 20224) \$ _____

Item 3: Trip fee / Vehicle charges per service call:

Year 1 (May 1, 2021 to April 30, 2022) \$ _____

Year 2 (May 1, 2022 to April 30, 2023) \$ _____

Year 3 (May 1, 2023 to April 30, 20224) \$ _____

3. **Contract Time.** The Contractor shall provide and startup chiller within 14 calendar days after the Award of Contract and direction of the Superintendent of Facilities Management of the City of Elmhurst.
4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).
5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

6. **Insurance.**
 - a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability occurrence form CG 0001;
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, symbol 01 "any auto"
 - (3) Professional Liability/Malpractice Liability policy; and
 - (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
 - b. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:
 - (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Statutory Workers' Compensation limits and as Employers' Liability limits of \$1,000,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 for each occurrence.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, 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) The City, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, lease, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be in excess of the 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 City, its officials, agents, employees, and volunteers.

(d) The Contractor's insurance shall contain a severability of interests clause or language stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

e. Acceptability of Insurers

The insurance carrier used by the Contractor shall have a minimum insurance rating of B+, VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the 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 insurance carrier and are to be received and approved by the City before any work commences. The City reserves the right to request full certified copies of the insurance policies.

7. **Assignment of Contract.** This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

8. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: City Manager

b. If to Contractor:

Attn: _____

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

9. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.
10. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: _____
(Name of Contractor)

By: _____
Steven M. Morley, Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:
By: _____
Jackie Haddad-Tamer, City Clerk

Attest:
By: _____
(Name of Officer Attesting), (Title or Office)

CONTRACTOR'S CERTIFICATION

fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
_____, and as such, hereby represent and warrant to The
(Name of Contractor)
assurances hereinafter made by the Contractor are each a material representation of the City
of Elmhurst, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (Drug-Free Workplace Act) 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 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, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (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 Contractor's policy of maintaining a 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 (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

- (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;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its 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.

- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: _____, 20____

Contractor:

By:

(Name of Owner or Officer)

(Title or Office)

SPECIFICATIONS

SCOPE OF WORK

The work shall consist of:

- 1) Monthly preventative maintenance inspections and continual maintenance (as required) of the existing HVAC equipment at the Elmhurst Police Station, 125 E. First Street, Elmhurst, Illinois.
- 2) The as-needed repair of HVAC equipment at other City-owned properties.

SCOPE OF SERVICE

Items 1: Provide Annual Cost to Maintain the HVAC Equipment at the Elmhurst Police Station. (Invoiced Monthly)

To provide all technical labor, supervision, transportation, tools, lubricants, cleaning materials and disposal associated with the preventive maintenance and inspection necessary according to equipment manufacturers, applicable codes and other industry standards to keep the HVAC equipment listed on Appendix A (includes items 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 of the attached sheet) in proper operating condition. Inspection visits are to occur at least monthly.

This Includes associated devices (but not limited to):

Pulleys/Relays	Dehydrators	Electrodes	Liquid Control
Nozzles	Solenoid Valves	Motor Controls	
Fans	Strainers	Pressure Valves	Thermostats
Motors	Igniters	Water Valves	Fuses
Belts	Diaphragm Valves	Gas Orifice	Limit Switches
Expansion Valves	Thermocouples	Pilots	Stack Switches
Transformers	Pressure Controls	Pilot Valves	Float Valves
Pressure Regulators	Pneumatic Piping	Pneumatic Controls	
Electric Controls (non-BAS)			

And Includes the tasks:

- Start Up and Check Heating once annually ahead of heating season,
- 2 additional inspections of Heating Equipment during heating season,
- Change of air filters 4 times per year (filters provided by owner)
- Check and adjust: motors and starters, valves, gas fired units, safety controls, and compressors, change chemical filters and add chemicals
- Check operating temperatures and pressures
- Inspect entire system for proper operation or defects.

- Lubricate all moving parts

Other requirements:

- All work shall be scheduled with City of Elmhurst Facilities Management staff.
- Deficiencies shall be reported to City of Elmhurst Facilities Management staff.
- A report describing the accomplished work shall be submitted with the monthly billing.

Item 2: Provide Hourly Charge for Work Not Covered in the maintenance proposal for the Police Station to repair HVAC equipment at City Owned Properties including the Elmhurst Police Department, City Hall, Public Works, Fire Stations and Waste Water Treatment Plant. Such work shall be performed at the discretion of the City of Elmhurst. Acceptance of a maintenance contract for the Elmhurst Police Department HVAC shall not be construed to indicate an exclusive agreement for hourly repair work at the Police Department or other buildings. (parts to be provided at contractor's cost + 15%)

Item 3: Provide Charge for Trip Fee / Vehicle Charges per service call: Additional charges to invoices for vehicle usage, per mile or trip.

Site Use and Safety

1. The Contractor, Contractor's employees and subcontractors shall always act to decrease the likelihood of injury to the employees, subcontractors' employees, and to others, as well as prevent damage to property and materials on the site. Contractors will operate in compliance with all pertinent local, state and federal safety regulations. Compliance includes, but is not limited to:
2. Active Facility. City buildings are working facilities. The Contractor shall take care to minimize disruptions to building operations and to eliminate hazards due to the maintenance and repair of building HVAC equipment.
3. SDS. The contractor will keep an up-to-date volume of Safety Data Sheets (SDS) for all materials to be used on the chiller and will make these SDS records readily available for City of Elmhurst inspection or emergency use.
4. Hot Work Permits. The Contractor will obtain a Hot Work Permit from City of Elmhurst Facilities Management for all processes requiring Hot Work and will follow necessary steps to manage Hot Work risks.
5. COVID 19. The Contractor will follow all protocols of the City of Elmhurst and the State of Illinois regarding COVID 19 while on site. If any of the Contractor's employees exhibits known symptoms of or has been diagnosed with active COVID 19 the Contractor shall notify the City of Elmhurst immediately.

Symptomatic persons or those diagnosed with an active infection shall not be permitted to enter the site until they are medically cleared.

6. Lockout/tagout (LOTO). Should the contractor need to use LOTO procedures in the course of their work while on City of Elmhurst property they shall provide the City of Elmhurst Superintendent of Facilities Management with a copy the Contractor's written LOTO procedures and conduct a briefing for affected persons.
7. The Contractor's use of City of Elmhurst forklifts, person-lifts, ladders and other City-owned equipment is prohibited.

The contractor's staff may be required to submit to a criminal background check by the City of Elmhurst.

MAJOR MECHANICAL EQUIPMENT- INCLUDED IN CONTRACT

Item	Description	Location and Service	Placed in Service	Comments / Condition
1	Boiler, 1800 mBTU Bryan CL-180-W-GI	Penthouse Serves AHU – 1, 3,4	1989	Atmospheric, natural gas fired
2	Combustion air damper	Penthouse	1989	
3	Supply AHU -1 York #CS4025HMPDAHU1 21,400 CFM	Penthouse Basement, 1st & 2nd floors except locker rooms and gun	1989	Throwaway filters Single-zone unit, inlet vanes, variable air volume system. This unit replaced two smaller units as a part of 1989 value engineering
4	Supply AHU-3, 2800 CFM York #CS74SHLPDAHU3	Penthouse Locker and exercise rooms on 2nd floor	1989	Throwaway filters,
5	Hot Water Pumps (2) 2 HP, 1750 RPM B & G #90 2A	Penthouse Hot Water Heating System	2020	In-line pumps
6	Return Fan RF-1 ILG #BCS-300, 10HP 1750 RPM	Penthouse AHU-1	1989	
7	Supply AHU-4 York, 10 HP, 1750 RPM Lead filter system.	Basement Pistol Range	1989	Throwaway filters 10 – 15% efficiency. Single zone unit, 33% fixed outside air
8	Return RF-2 York, 15HP, 1750 RPM.	Basement / Pistol Range	1989	Has attached electric lead filtering unit with water wash system. Hepa filters
9	Network room cooling: 2 ea. Mitsubishi PKA-A18HA7	Network room		
10	Attic heaters: 6 ea. Indeco UHP 961	Above 2nd floor ceiling	2019	

EQUIPMENT NOT INCLUDED IN CONTRACT, for refe			
11	DDC Temperature controls (BAS)	Penthouse	DDC Contol Maintenance by others
12	Rental chiller	parking lot	Provided and maintained by others
13	Chilled Water Pumps	Penthouse	No longer used, abandoded in place
14	Air Cooled Condenser	Roof	No longer used, abandoded in place
15	3HP Air Compressor	Penthouse	No longer used, abandoded in place
16	Air Dryer	Penthouse	No longer used, abandoded in place
17	Pistol range, HEPA filters	Basement	HEPA filters maintained by others.

ATTACHMENT A:**CITY OF ELMHURST: GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Elmhurst unless specifically provided otherwise on the front of this Purchase Order document.

ACCEPTANCE OF CONTRACT:

This purchase order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor. The City's placement of this order with Vendor is expressly conditioned upon Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this order.

AMENDMENTS:

No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

INSURANCE:

Where services are rendered, the Vendor shall first obtain and maintain throughout the term of this purchase order agreement, at its sole expense, insurance coverage as specified herein and shall not cancelled or modified it w/out 30 days written notice to the City. Prior to proceeding with any services proof of insurance must be provided with certificates covering the following areas.

Workers Compensation Insurance in the required statutory amounts and Employer Liability Insurance in amounts of not less than \$500,000 for each accident/injury and \$500,000 for each employee/disease. Commercial (Comprehensive) Liability Insurance (including contractual liability), with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined single limit, and \$2,000,000 excess liability coverage annual aggregate personal injury/property damage combined single limit.

Commercial (Comprehensive) Automobile Insurance, with minimum limits of at least \$1,000,000 for any one person and \$2,000,000 for any one occurrence of bodily injury or property damage in the aggregate annually will be provided.

The Vendor's Commercial General Liability and Comprehensive Automobile Liability Insurance will name the City, its officers, employees, and/or agents, as additionally insured parties. The Vendor's insurance company must also be licensed to do business in the State of Illinois and be rated by A.M. Best & Co. (or other such rating) as acceptable by the City Attorney.

RISK OF LOSS:

Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

INSPECTION:

Goods and material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the City. Where circumstances or conditions prevent effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods at a reasonable time subsequent to delivery.

PATENTS AND COPYRIGHTS:

In any case an article sold and delivered to the City hereunder shall be protected by any patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation of right under such patent or copyright.

COMPLIANCE WITH LAWS:

The Vendor certifies that it shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations, OSHA, the Toxic Substance Disclosure to Employees Act and State and Federal EPA Statutory provisions and rules and regulations. All vendors shall supply to the City the Material Data Safety Sheets (MSDS) for items sold, in accordance with Illinois law.

The vendor represents that its agents, officers, employees, member of the board of directors, and persons owning or controlling 20 percent or more of the seller's outstanding shares have not, in the five years prior to this sale, been convicted, made an admission of guilt or entered a plea of nolo contendere of any of the following acts: committing or attempting to commit bribery, bid-rigging, price fixing, or defrauding a unit of government.

LAWS GOVERNING:

This contract shall be governed by and construed according to the laws of the State of Illinois. All applicable portions of the UNIFORM COMMERCIAL CODE as adopted by the State of Illinois shall govern contracts with the City of Elmhurst. The Vendor and City agree that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois and in all courts to which appeals may be taken therefrom.

MISCELLANEOUS PROVISIONS:

The Vendor shall have full control of the ways and means of performing the work which is the subject of this Contract and that the Vendor or his/its employees or representatives are in no sense employees of the City, it being specifically agreed that in respect to the City, the Vendor and any party employed by the Vendor bears the relationship of an independent contractor. The Vendor shall furnish any affidavit or certificate, in connection with work covered by this agreement as provided by law.

PAYMENT:

Payment shall be subject to the Illinois Local Government Prompt Payment Act. Two copies of the invoice shall be mailed to the attention of the Accounts Payable Division, City of Elmhurst, 209 N. York Street, Elmhurst, Illinois 60126.

Invoices shall include Vendors name and phone number, purchase order number and clearly list quantities, item descriptions and units of measures. When cash discounts are offered, the discount date shall begin with the invoice date or delivery, whichever is later. Invoice each purchase order separately.

TAX EXEMPTION:

The City of Elmhurst is exempt from Illinois Sales Tax under 35 ILCS 105/3-5(4). The City's Illinois Sales Tax exempt number is: (ID #E9997-4460-05.)

WARRANTY:

Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and that they will be free from defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

DELIVERY:

If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

All prices must be F.O.B. destination. Where specific purchase is negotiated F.O.B. shipping point, the Vendor is to prepay shipping charge and add to the invoice.

Packages shall be marked with complete delivery information including the purchase order number and name of supplier. Delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, for deliveries to City Hall, 209 North York Street; for all other locations, deliveries shall be made between 7:30 a.m. and 3 p.m. Monday through Friday, unless otherwise stipulated.

All vendors are specifically denied the right of using the name of the City of Elmhurst for public advertising.



PREVAILING WAGES

Information pertaining to Illinois' Prevailing Wage Laws and DuPage County prevailing wage requirements can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>