



Request for Proposal (RFP)

Hinsdale Fire Department Vehicle Exhaust Extraction System

Bid #1658

**Proposal end date is
Thursday, June 14, 2019, at 3:30 p.m. (CST)**

**Any questions, contact FF/PM Dan Majewski in writing via email:
dmajewski@villageofhinsdale.org**

1.0 INTRODUCTION

1.1 Introduction

The intention of this contract is to provide replacement of the current **Vehicle Exhaust Extraction System** being used by the Hinsdale Fire Department. It shall meet or exceed the specifications outlined herein. These specifications not intended to be restrictive to meet the requirements of the operational needs of the Hinsdale Fire Department.

1.2 Village of Hinsdale Background

For more information about the Village of Hinsdale in general, please visit the Village's website at: www.villageofhinsdale.org

1.3 Project Scope

Purchase and installation of new **Vehicle Exhaust Extraction System** along with all hardware required to facilitate the installation in the emergency response vehicles. All work must be accomplished while allowing staff to continue to work with the identified equipment as this is a 24/7 work environment.

1.4 List of emergency response vehicles

Engine 84: 2014 Pierce Saber
Engine 85: 2000 Pierce Dash
Tower 84: 2008 Rosenbauer Metz
Medic 84: 2017 Ford F550 Braun
Medic 85: 2013 Ford F450 Marque

2.0 General Submittal Requirements

2.1 Questions Regarding RFP

Any questions regarding the RFP should be addressed in writing by Friday, June 14, 2019 to:

FF/PM Dan Majewski
E-mail: dmajewski@villageofhinsdale.org

2.2 Submission Information

Proposers are to complete all sections and return three (3) bound copies to:

John Giannelli, Fire Chief
Hinsdale Fire Department
121 Symonds Drive
Hinsdale, IL 60521

RFP's must be received by June 14, 2019, at 3:30 p.m. (Central Standard Time).

BID OPENING TO FOLLOW AT 4:00 p.m. JUNE 14, 2019 AT HINSDALE FIRE DEPARTMENT LOCATED AT 121 SYMONDS DRIVE HINSDALE IL, 60515

Proposals received after the date and time **will not** be considered. The outside of all RFP's must be clearly marked as follows: Request for Proposal #1658– Hinsdale Fire Department Vehicle Exhaust Extraction System

2.3 Proposer Expenses

The Village of Hinsdale will not be responsible for any expenses incurred by any proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the Village of Hinsdale and/or its representatives.

Further, the Village of Hinsdale shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended proposer, given the Hinsdale Village Board of Trustees has formally accepted a recommendation.

2.4 Award

The Village of Hinsdale reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the Village of Hinsdale shall be deemed to be an acceptance of an offer that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical considerations. The Village of Hinsdale may also, at its sole discretion, have discussions with those proposers that it deems in its sole discretion to fall within a competitive range. The Village of Hinsdale may enter into negotiations separately with such Proposers. Negotiations with a proposer may continue with a proposer that the Village of Hinsdale has tentatively selected to award a contract to. The Village of Hinsdale shall not be deemed to have finally selected a proposer, until a contract has been successfully negotiated, and signed by both parties. The Village of Hinsdale reserves the right to accept or reject all or any part of any RFP submitted. The Village of Hinsdale reserves the right to reject any RFP's it deems to be non-responsive.

2.5 Non-disclosure of Information

All data and information gathered by the proposer and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the Village of Hinsdale.

2.6 Retention of Proposer Material

The Village of Hinsdale reserves the right to retain all proposals regardless of which response is selected. No proposals will be returned to proposer.

2.7 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the Village of Hinsdale and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the Village of Hinsdale harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

2.8 Acceptance

The contract shall be awarded within the time specified in the bidding documents or, if no time is specified, within a reasonable time, by written notice to the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the Village. The Village shall have the authority to reject the low bid; to accept any item of bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening and to waive irregularities and informalities in any bid submitted or in the bidding process, when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any bidder. The Village shall always have the right to negotiate with the lowest responsible bidder to reduce the bid price so long as no other provision of the bid is modified.

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the Village of Hinsdale is not bound to accept a proposal on the basis of lowest price, and further, the Village of Hinsdale has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Village of Hinsdale's best interests to do so. The Village of Hinsdale reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the Village of Hinsdale's best interest. Moreover, the Village of Hinsdale reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the Village of Hinsdale.

2.9 Modifications to Proposal

Bids may be modified or withdrawn by written notice received in the office designated in the public notice prior to the time and date set for bid opening. All modifications and withdrawals of bids shall be submitted in sealed envelopes, clearly marked on the outside with the words "modification of bid" or "withdrawal of bid" and the name of the applicable procurement, except that a modification or withdrawal received by telephone prior to the time set for bid opening will be effective if the company confirms the telephone message by sending a written copy or email confirmation of the modification or withdrawal request prior to the time set for bid opening. Upon receipt, modification of bids shall not be opened, shall be marked with the date and time received, and shall be stored in a secure place until the time set for bid opening. Withdrawals of bids shall be opened upon receipt. If a bid is withdrawn in accordance with this section, the bid and the bid surety, if any, shall be returned to the bidder. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate procurement file.

Late Bids, Late Withdrawals, And Late Modifications: Any bid, or withdrawal or modification of a bid, received after the time set for opening of bids is late. No late bid, late modification, or late withdrawal shall be opened or considered unless the time for bid opening is extended and the Village Manager issues a written statement that additional bids or modifications or withdrawals will be open and considered. In addition, in the event that the bid opening is delayed, any bid may be withdrawn prior to the actual opening of the bids without such a written statement from the Village Manager. All late bids, late withdrawals or late modifications shall be returned unopened to the

bidder submitting them. The Village shall keep a record of receipt of all late bids, late modifications, or late withdrawals that are returned to bidders.

Mistake In Bids: When, following the opening of any bid, the Village Manager knows or has reason to conclude that a mistake has been made, the Village Manager or his or her designee should request the bidder to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. However, any mistake that is not discovered and corrected prior to the opening of bids shall not be a basis for modification or withdrawal of the bid by the bidder, and the bidder shall be bound by the bid as submitted and opened.

3.0 Specifications and Requirements

See attached document

4.0 Warranty

The vendor shall describe the warranty period for the new hardware and installation.

5.0 Detailed Submittal Requirements

5.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. All bids shall be submitted in sealed envelopes, clearly marked on the outside with the word "proposal" and the name of the applicable procurement, at the place designated in the public notice, and prior to the time for opening of bids. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

- 1 Proposed Equipment, Material and Labor Cost
(see table section in Section 7.0)
- 2 Client References
- 3 Cost Proposal
- 4 Exceptions to the RFP, if any
- 5 Warranty

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

6.0 Evaluation Criteria

6.1 Selection Participants

Evaluation Team: The Village of Hinsdale Fire Department Command Staff will evaluate the proposals.

6.2 Evaluation of Proposals

In determining the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the Village, the Village shall consider the following factors in addition to price, as applicable to the procurement involved:

- The ability, capacity, and skill of the bidder to perform the contract;
- Whether the bidder has the requisite facilities, and staffing to enable the bidder to perform the contract successfully and promptly, within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- The quality of the bidder's performance of previous contracts;
- The availability and schedule of the contract and materials;
- The previous and existing compliance by the bidder with the laws and ordinances relating to the contract;
- The sufficiency of the financial resources and ability of the bidder to perform the contract;
- The relation to the procurement in question to other work, supplies, materials, equipment or services being provided to the Village by the bidder;
- The established relationship, or lack thereof, between the village and the bidder;
- The quality, availability, adaptability and capabilities of the work, supplies, materials, equipment or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable; and
- Any other factor that the Village may legally consider in determining the proposal that is in the best interests of the Village.

These criteria are provided for informational purposes and are not intended to represent an order of preference.

Proposals In Default to Village: The Village shall not make a procurement from or award a contract to a person who is in default on a contract or procurement with the Village or in the payment of monies due the Village.

7.0 Client/Reference List

A list of clients/references using Proposer's solution should be submitted. The list should include current contact information for each client.

Provide at least three references, preferably municipal references if available:

1. _____

2. _____

3. _____

Village of Hinsdale Fire Department

Proposal Sheet for Vehicle Exhaust Extraction System

All equipment, labor, installation, trash removal, and warranty for proposed Vehicle Exhaust Extraction System	<u>Extended Cost</u>
Including all new equipment:	
(blower, ducting and control)	
Not including:	
(blower, ducting and control)	

** Bids must be returned to the *Village of Hinsdale* by July 20, 2018, by 3:30 PM CST.

Specify anticipated completion date of project: _____

Specify the length of time it will take to complete work: _____

Guidelines

Emergency Response – Vehicle Exhaust Extraction System

All workmanship and materials shall be in accordance with applicable codes, regulations and guidelines. The following codes, regulations and guidelines are to be considered part of these specifications and are a minimum standard of evaluation for this Hazardous Material Exhaust System.

- NIOSH
- Underwriters Laboratory (UL)
- National Fire Protection Agency (NFPA)
 1. National Electric Code (NEC)
 2. NFPA 1500 – Current Edition
- Air Movement and Control Association International, Inc. (AMCA)
- International Mechanical Code (IMC)
- Uniform Mechanical Code (UMC)
- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)

Comply

Exception

The system shall meet the following minimum performance criteria:

1. The exhaust removal system must provide virtually 100% complete evacuation of all vehicle emissions (particulate, gasses and fumes) at the source from start up to exit of the apparatus from the fire station. Independent certification documents shall be provided and attached to the bid proposal.
2. The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire personnel or visitors.

Comply

Exception

Standard Products:

Equipment and materials provided for the system installation(s) shall be manufactured and provided by the supplier of primary exhaust removal system (Equipment Manufacturer) and be a standard product of manufacturer currently engaged in the manufacture of Vehicle Exhaust Extraction Systems. Where the requirement calls for a packaged exhaust system to be provided, all items shall be the standard product of the manufacturer. The Vehicle Exhaust Extraction System Manufacturer has provided Vehicle Exhaust Systems for a minimum period of ten (10) years.

Comply

Exception

Quality Assurance:

The manufacturer must be ISO 9001:2000, certificate must state for the Design, Assembly, Marketing and Sales of Extraction and Filtration Systems and Equipment. UL and CUL Certified and certified by the Air Movement and Control Association (AMCA) to ensure quality, consistency and reliability of products. Certification documents shall be provided and attached to the bid proposal. All Workmanship, manufacturing procedures, airflow design and materials shall be performance guaranteed. If any performance as outlined in the performance/technical specifications, the bidder shall remove and replace at his expense the materials in question.

Comply

Exception

Manufacturers Qualifications:

Bids shall only be accepted from bidder's supplying equipment from manufacturers that have an established reputation in the business of manufacturing Vehicle Exhaust Extraction Systems for a minimum of no less than ten (10) years. System bid shall have a life of service of no less than ten (10) years to establish proof of quality, longevity and service. Equipment life of service shall meet the department's expectations for similar types of equipment.

Comply

Exception

All Manufactures shall have or will have a performance bond.

Comply

Exception

Requirement of Exhaust Extraction System:

1. Upon emergency vehicle(s) starting, the exhaust ventilation fan shall be automatically energized by the output pressure generated by any internal combustion engine and evacuate the toxic exhaust fume.

Comply

Exception

2. The nozzle must release and disconnect near the threshold of the exit door regardless of the speed the vehicle may exit the door.

Comply

Exception

3. Systems which limit the exiting speed are not acceptable as they can limit emergency response time.

Comply Exception

4. Due to harmful effects of diesel exhaust, the system must be designed and capable of virtually capturing 100% of the exhaust gases and particulate even in the event of a complete power failure. Stand alone system with no additional wiring to make it operate.

Comply Exception

5. The system will not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay.

Comply Exception

6. Systems that require additional or alternate power source to eliminate detaching during power failure are not acceptable due to additional maintenance requirements.

Comply Exception

7. To protect the apparatus electrical system from any possible damage, the system bid shall not incorporate any type of electromagnetic device that requires the apparatus to be utilized as an electrical ground for the system's operation.

Comply Exception

8. The system will not incorporate any electromagnetic or magnetic devices that require either fastening or drilling into the side body panels or tailpipes of the fire apparatus, which could affect vehicle warranty.

Comply Exception

9. The nozzle release mechanism must be external on the system to insure safe disconnect of nozzle from tailpipe.

Comply Exception

10. The upper hose assembly must be rated for 600°F continuous, 700°F intermittent temperature to ensure the exhaust fume does not deteriorate the hose and leak. The lower hose assembly must be rated for 900°F continuous, 1221°F intermittent.

Comply Exception

11. A safety disconnect handle with integrated manual fill valve shall completely separate the lower nozzle section from the upper hose assembly.

Comply Exception

12. All electronic and electrical components shall be UL listed and shall provide documentation of such. Control panel must meet NFPA 74 for arc flash protection and panel shall be manufactured in a 508A panel shop.

Comply Exception

13. The upper and lower hose sections must be capable to swivel 360 degrees, (if swivel is incorporated in design) allowing free flowing system operation, thus allowing no tension on the hose attachment and the hose release features.

Comply Exception

14. Systems which require disconnection of nozzle from vehicle when working on vehicle's fuel system, recharging batteries or whenever there is a risk of inflammable dust or explosive gases, are not acceptable.

Comply Exception

15. Manufacturer must be an ISO 9001:2000 Certified Company with Certification issued to United States Facility. Certification must be accompanied with bid.

Comply Exception

16. Due to safety of fire personnel, systems which require tailpipes or their adapters to protrude beyond the outside edge of the chassis are no acceptable due to NFPA 1901, 2009 requirements.

Comply Exception

17. The transition from the pneumatic nozzle to the flexible hose (if used) shall be one piece welded construction to prevent leaks of exhaust fumes. The transition shall be made of stainless steel for durability.

Comply Exception

20. All components used along the rail and in system shall be of non-rusting material. Components shall be set at heights to not impede movement of apparatus.

Comply

Exception

22. System must allow in station pump test for 15 minutes / 1500 RPMs, this feature must be printed on Control Center for System Operation procedures.

Comply

Exception

24. Control panel must have system indicator lights.

Comply

Exception

26. Control panel will have AUTO START-STOP-MANUAL RUN controls.

Comply

Exception

27. System shall have an automatic timer set to properly operate for the duration of the 100% exhaust capture. After the time has expired, the exhaust blower will shut off.

Comply

Exception

28. Blower must provide design flow for use.

Comply

Exception

29. Duct work shall be designed to meet extraction system.

Comply

Exception

30. All non-welded ductwork, fittings and joints must be securely fastened and sealed with a mechanical Teflon duct collar with locking bolt mechanism as required by the International Mechanical Code and the Uniform Mechanical Code.

Comply

Exception

(5)

31. Back-draft damper exhaust rain cap must provide protection from rain and other inclement weather.

Comply

Exception

32. Silencer/Muffler must be connected to exhaust discharge to reduce discharge air noise for all fans to reduce noise decibels to 64dba.

Comply

Exception

33. System must be covered for warranty of not less than 5 years of full parts and labor complete. Submitting company must include service center location within IL and provide such address and contact information.

Comply

Exception

34. Training to be provided by Bidder at the time of installation to the Fire Staff for the use and operation of the Vehicle Exhaust Extraction System to all three shifts.

Comply

Exception

35. Bidder must make an on-site survey of the facility and provide a layout drawing showing location of vehicles and equipment to be supplied. This is a mandatory requirement to ensure the proposed system meets the intent of the specifications and fits within the building space. Drawing must be included with the bid.

Comply

Exception

36. Bidder to provide optional pricing to reuse existing blower, ducting and control.

Comply

Exception

These specifications must be completed and returned with bid with response noted in each box. If boxes are not fully checked the bid will be considered non-responsive and disqualified in its entirety.

Explanations of Exception to Specifications to be notes on enclosed form and also included in bid package.

Bidder/Company_____

Printed Name_____

Title_____

Phone_____

Address _____ City/State/Zip_____

Signature_____

Date_____

TAX EXEMPTION CERTIFICATE

VILLAGE OF HINSDALE

COOK AND DuPage Counties, Illinois

This is to certify that the Village of Hinsdale is exempt from Illinois Retailers' Occupational Tax (Sales Tax) for materials purchased and required in the specifications of the above mentioned project.

Village of Hinsdale
Tax Identification No. E9997-4436-05

Village of Hinsdale
Bid No. 1647

Full Name of Vendor: _____

Main Business Address: _____

Principal Office Address: _____

TO: The Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

General Contract Specifications

INSURANCE REQUIREMENTS:

Note: The Village is insured by the Intergovernmental Risk Management Agency (IRMA). The following are their requirements for required insurance coverage for any vendor completing work for the Village.

Contractor shall procure and maintain, for the duration of the engagement, 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.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required 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 and are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026 . The Village reserves the right to request full certified copies of the insurance policies and endorsements.

OTHER GENERAL CONTRACT SPECIFICATIONS:

PERMITS AND LICENSES

The Contractor 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 laws. All fees shall be included in the bid, no additional compensation will be allowed.

PREVAILING WAGE REQUIREMENTS

A. This Contract includes and incorporates the provisions of the Illinois Prevailing Wage Act (the "Act") (See, 820 ILCS 130/01. et. seq.) as if fully set forth herein. Contractor and subcontractors are responsible for ensuring their understanding of the Act and compliance with all relevant requirements, prerequisites, and aspects of the Act.

B. The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits for work of a similar character in the locality in which the work is being performed. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the Contract, the revised rates shall take effect immediately and shall apply to the work being performed pursuant to this Contract. Contractor and subcontractors shall make payments in accordance with any new or revised prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782-1710, or on the Internet at <http://www.state.il.us/agency/idol/>.

C. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and subcontractors must submit to the Village of Hinsdale on a monthly basis certified payroll and must maintain those records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

D. Contractor shall defend and hold harmless the Village for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act by Contractor or any subcontractors. The requirements of this Section shall survive the termination of the Contract formed hereunder.

INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of

action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the Village of Hinsdale, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

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

COMPLIANCE WITH LAWS

A. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

B. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

1. Prior to commencing any Work, Contractor must demonstrate compliance with the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Among other things, the Act provides that before commencing work on a public works project, an employer shall have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements of the Act including, but not limited to, such matters as pre-hire, random, reasonable suspicion and post-accident drug and alcohol testing of employees. The employer's program must be filed with the public body engaged in the construction of the public works and must be made available to the general public.

2. Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

3. Contractor is responsible for reviewing the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) to ensure compliance its requirements.

C. OTHER LAWS AND REGULATIONS

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to the Drug-Free Workplace Act, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Hinsdale.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.

Illinois Human Rights Act/Equal Opportunity Clause (44 Ill. Admin. Code, Part 750, Appendix A):

EQUAL EMPLOYMENT OPPORTUNITY

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's

Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Collusion:

The Contractor certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the Contractor has not colluded conspired, connived or agreed, directly or indirectly, with any other Contractor, Village employee or any person, to fix the bid price submitted by the BIDDER or any other Contractor, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the Contractor. He also certifies that the Contractor, its agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code, 720 ILCS 5/33E-3; 33E-4.

Equal Pay Act:

The successful Contractor, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

National Security/USA Patriot Act:

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Contractors shall represent and warrant to the Village of Hinsdale 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. Contractor shall further represent and warrant to the Village of Hinsdale that 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. Contractor shall agree to defend, indemnify and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Contractor shall further represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive

Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that the Contractor is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Illinois Freedom of Information Act:

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

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

The Contractor represents and warrants that it has the requisite experience and ability and sufficient capital, facilities, plant, organization, and staffing to enable the Contractor to perform the Work successfully and promptly.

All prices stated herein are firm and shall not be subject to escalation provided the Village accepts this offer within 30 days from the date hereof.

DATED: _____, 20____

VENDOR

If Corporation:

By:

Attest:

Its:

Secretary/Assistant
Secretary

