

**CITY OF ELGIN REQUEST FOR PROPOSALS
INSTRUCTIONS TO VENDORS**

The City of Elgin requests proposals on Sound Systems for Elgin Fox Fire Fest. This proposal process and award of the contract are made in conformance with Elgin Municipal Code Title 5. The City of Elgin reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal or any part thereof, or to waive informalities in any proposal, if deemed to be in the best interest of the City. **PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF THE PROPOSAL to City of Elgin Purchasing Department, 150 Dexter Court, Elgin, IL 60120-5555.**

Prior to proposal opening, a Vendor may correct, modify or withdraw its proposal by making the request in writing prior to the time and date for the proposal opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction to the original proposal submitted, and identifying the proposal by name, number and opening date.

Proposal awards made by the City Council of the City of Elgin may be corrected or amended in the sole discretion of the City Council prior to the city's execution and delivery of a signed agreement to a Vendor.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. Proposals must be sealed in an envelope clearly marked with proposal name and due date written thereon. Faxed proposals will not be accepted. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for 90 days. Award shall be made within 90 days unless award date is extended.

Purchases made by the City of Elgin are exempt from the payment of federal excise tax and State of Illinois sales tax and any such taxes must not be included in the proposal prices. Unless otherwise indicated in the Request for Proposal, deliveries are FOB Elgin, Illinois.

In the case of a conflict between unit price and extended price, unit price shall take precedence. If goods are not delivered or services are not performed within the time frame specified in the Request for Proposal (or where no time is specified, within a reasonable time frame) the City of Elgin reserves the right to cancel the order or any part thereof.

Proposals will be considered on goods complying substantially with specifications provided each deviation or alternative is identified and described in an attachment to the proposal. The City of Elgin reserves the right to determine whether such deviations or alternatives are acceptable. Brand names that may be mentioned in specifications as used only as a reference to the type and quality of goods desired unless otherwise indicated.

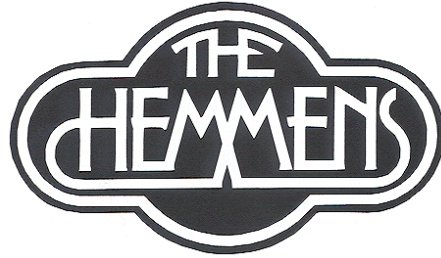
The selected Vendor(s) must comply with all laws, rules and regulations pertaining to public contracts as adopted by the State of Illinois and the City of Elgin, including but not limited to the payment of prevailing wages.

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must contain:

- 1 A signed Tax/Collusion/Debarment Affidavit
- 2 A signed Agreement. If awarded a contract, a fully executed copy will be sent to you.
- 3 A completed Bidder's Employee Utilization Form (if you employ 5 or more persons).
- 4 A signed Sexual Harassment Form.
- 5 Any other information or materials required in the specifications.

*Bid announcements can be found on the City of Elgin Home Page
<http://www.cityofelgin.org>*



The City of Elgin is currently accepting bids for the following projection equipment:

The City of Elgin is currently accepting proposals for equipment and services required to provide sound systems and backline for the City's FOX FIRE FEST scheduled to take place on August 1 - 3, 2008, at Elgin's Festival Park. Qualified proposals shall include all labor, equipment, expendables, etc. required for the successful installation, operation and strike of three separate sound systems including, but not limited to, the following:

Main Stage:

- Front of House Speakers:
 - Must be a 4 way Line Array capable of reproducing 20Hz-20kHz consistently with a minimum throw distance of 375' without need for additional delay towers;
 - Cardioid line array with cardioid subwoofers **strongly** preferred;
 - Must be properly powered to consistently provide a minimum SPL of 110dB at FOH located at a distance of 150' from stage;
 - Subs must be run separate from L & R;
 - L & R Array's must be flown
 - Must provide motors and rigging hardware as necessary. Motors need to be on site by Thursday July 31 in the A.M.;
 - Front Fills required as necessary to cover 40' front of stage.
- Front of House
 - FOH Console Yamaha PM5D (no substitutions accepted);
 - Outboard Graphic EQ's for all sends;
 - CD Player;
 - Minimum 48x8 200' audio snake with monitor split.
- Monitors
 - Monitor Console Yamaha PM5D (no substitutions accepted);
 - 12 Bi-amped wedges with 15" driver;
 - 1 Drum Sub;
 - 8 Outboard channels of Graphic EQ's;
 - 200amp 3 phase audio distro, must have at least eight 20amp Edison circuits.
- Mic Package
 - 2 – Wireless Handheld mics with Beta 87 capsules
 - 1 – Shure SM91
 - 2 – Shure Beta 52
 - 7 – Shure Beta 56
 - 6 – Shure SM57

- 5 – Shure Beta 57a
- 6 – Shure SM58

- 2 – Shure SM58s
- 2 – Shure SM81
- 5 – Shure SM or Beta 98
- 4 – Shure KSM 27
- 2 – Shure KSM 32
- 3 – Shure KSM 137
- 2 – VP-88
- 4 – AKG 414
- 2 – Beyer Dynamic M88
- 2 – 545SD
- 12 – Countryman or Radial Active DI's
- Miscellaneous
 - All necessary Cabling (XLR, Speaker, Power, etc)
 - 20 - Boom Mic Stands;
 - 4 - Straight Mic Stands;
 - 16 - Short Boom Mic Stands;
 - 6 – Drum Claws
 - 8 Guitar Stands
 - Assorted ¼" instrument cable
 - 2 – 8'x8' drum rugs
 - 2 – Backless Bar Stools
 - 6 – Low Stage Fans
 - Any tarps, plastic or other coverings required to protect provided equipment in case of inclement weather.

Side Stage:

- Front of House Speakers:
 - Must be a 4 way Line Array capable of reproducing 20Hz-20kHz consistently with a minimum throw distance of 300' without need for additional delay towers;
 - Cardioid line array with cardioid subwoofers **strongly** preferred;
 - Must be properly powered to consistently provide a minimum SPL of 110dB at FOH located at a distance of 100' from stage;
 - Subs must be run separate from L & R;
 - L & R Array's must be flown;
 - Must provide motors and rigging hardware as necessary. Motors need to be onsite by Thursday July 31 in the A.M.;
 - Front Fills required as necessary to cover 32' front of stage.
- Front of House
 - FOH Console must be analog and have at minimum 40 channels, 8 groups, 6 aux;
 - Acceptable brands are: Yamaha PM 5000, Midas XL or Heritage Series;
 - Must have separate channels of Graphic EQ for all sends;
 - CD Player;
 - 8 Channels of compression;
 - 3 quality reverb units;
 - 2 digital delays;

- Minimum 48x8 150' audio snake with monitor split.
- Monitors
 - Monitor Console must be analog and have at minimum 32 channels and 12 mixes
 - Acceptable brands are Yamaha PM series, Midas, or Soundcraft MH series;
 - 6 Bi-amped wedges with 15" driver;
 - 1 Drum Sub;
 - 8 Outboard channels of Graphic EQ;
 - 200amp 3 phase audio distro, must have at least eight 20amp Edison circuits.
- Miscellaneous
 - All necessary Cabling (XLR, Speaker, Power, etc)
 - 1 – 8'x8' Drum Rug
 - 6 – Guitar Stands
 - Assorted length ¼" instrument cable
 - 14 – Boom Mic Stands
 - 4 – Straight Mic Stands
 - 6 – Short Boom Mic Stands
 - 2 – Drum Claws
 - Any tarps, plastic or other coverings required to protect provided equipment in case of inclement weather.
- Mic Package
 - 5 – Shure SM57
 - 3 – Shure Beta 57a
 - 5 – Shure SM58
 - 2 – Shure Beta 58
 - 2 – Shure Beta 52
 - 1 – EV RE 20
 - 1 – Sennheiser e901
 - 4 – Shure SM or Beta 98
 - 3 – AKG 451
 - 2 – SM58s
 - 10 – Countryman or Radial Active DI's
- Backline
 - Bass
 - 1 – Ampeg SVT Amp Head (Pro 4 Model)
 - 1 – Ampeg 8x10 Speaker Cabinet
 - Guitar
 - 2 – JCM 900, 100 watt Marshall Amp Heads
 - 2 – 4x12 Marshall 8 ohm speaker cabinets
 - 2 – Fender Twin
 - Acoustic Guitar
 - 1 – Acoustic Guitar with strap and direct out
 - Drums (DW – DRUM KIT MUST BE DW)
 - 1 – 16" x 22" Bass drum w/ double DW pedals (pillow blanket or foam for drum)
 - 1 – 10" x 12" Rack Tom
 - 1 – 10" x 14" Rack Tom (13" is okay)
 - 1 – 16" x 16" Floor Tom w/ Legs
 - 4 – boom type cymbal Stands w/ (3 – 18" & 1 – 17" Medium thin crash cymbal)
 - 1 – Mini Boom Cymbal Stand w/ (1 – 20" or 22" ride)

- 1 – 6 ½” x 14” snare w/ Aquarian Hi- Energy Head
- 1 – Hi Hat Stand (13” or 14” Hi Hat Cymbals)

- 1 – Heavy Duty Short Drum Throne
- 2 – Tambourines
- 1 – Cowbell
- 2 – Maracas and sticks
- Remo Emperor Clear Heads on top and Clear diplomat Heads on Bottom
- Keyboards
 - 1 – Korg Triton (LE’s & Karma’s Unacceptable)
 - 1 – Korg 01/W FD 61 Key (2 working sustain pedals)
 - 1 – Apex Ultimate Support 2 tiered stand

Kids Stage:

- Front of House Speakers:
 - Must be a ground stacked full range system capable of reproducing 20Hz-20kHz consistently with a minimum throw distance of 100’-150’ without need for additional delay towers;
 - Must be properly powered and capable of reproducing undistorted sound
- Front of House
 - FOH Console must have at least 16 channels and 4 aux sends;
 - Outboard Graphic EQ’s for all sends;
 - CD Player;
 - Capability to connect iPod to system
- Monitors
 - 4 monitor wedges run from front of house console off two mixes.
- Mics
 - 4 – Shure SM58
 - 4 – Shure SM57
 - 4 – DI’s
- Miscellaneous
 - All necessary Cabling (XLR, Speaker, Power, etc)
 - 8 – Boom Mic Stands
 - Any tarps, plastic or other coverings required to protect provided equipment in case of inclement weather.

Friday Night Symphony Mic Package:

- The following package is a suggestion to show preferred mics and quality. Substitutions are accepted with approval;
 - 4 – Shure KSM 32;
 - 2 – Shure KSM 27;
 - 6 – Shure KSM 137;
 - 6 – AKG 414;
 - 4 – Neumann KM 184;
 - 1 – VP-88 Stereo Mic;
 - 8 – Shure SM 81;
 - 4 – Shure Beta 56;
 - 6 – Sennheiser 421;

- 2 – MKE2 – Hardwired w/ DPA String Clip;
 - 2 – AKG 535;
 - 1 – Radial J48 DI;
- All necessary stands and cables necessary to properly mic a symphony.

Alternate #1

Blues Traveler Backline:

- Drums
 - Yamaha Black Oak Custom Kit
 - 1 – 12x9 Tom
 - 1 – 14x10 Tom
 - 1 – 16x16 Floor Tom
 - 1 – 22x16 Floor Tom
 - 1 – 14x6 Snare
 - 1 – 22x16 Kick
 - Drum Heads all Remo
 - Toms - Coated Emperors
 - Kick - Coated Emperor
 - Front Kick Head - Black Side Hole
 - Snare – Coated Emperors
 - Cymbals (All Zildjian)
 - 1 – 6” Splash
 - 1 – 14” Hi Hat
 - 1 – 16” Crash
 - 1 – 18” Crash
 - 1 – 22” K-Heavy Ride
 - Drum Hardware
 - 6 – DW Boom Cymbal Stands
 - 1 – Short Boom Cymbal Arm (Must fit in Yamaha Tom Arm Holder)
 - 1 – Pearl Multi Clamp
 - 1 – DW Hi-Hat Stand (2 leg, w/ short shaft, a must)
 - 2 – DW Snare Stands
 - 1 – Roc ‘n’ Soc Bicycle Seat Throne (Cloth Preferred)
 - 1 – Yamaha Double Tom Arm Mount w/ two tom arms
 - 1 – DW5000 Kick Pedal (w/ single chain)
 - 1 – LP Percussion Table
 - Harp Rig
 - 2 – Lone Star or Heartbreaker Mesa Boogie Heads (100 Watts)
 - 2 – Mesa Boogie 4x12 (Must be stereo capable)
 - 1 – Leslie 147
 - Guitar Rig
 - 2 – Combo Amps
 - 1 – For clean (Rhythm) Sound – Fender Twin Reverb (not “the twin”), Fender Vibrolux Reverb, or Fender Deluxe Reverb.
 - 1 – For dirty (Lead) sound – Fender Hot Rod Deville, Fender Blues Deville, a Fender 4x10 Bassman, or a Mesa Boogie (But not Heartbreaker, Tremoverb, or Rual Rectifier)
 - Bass Rig

- 1 – 600 or 800 Watt solid state bass amp head (Eden, Trace Elliot, GK or Hartke)
 - 2 – 4x10 (or one 8x10) (Eden, Trace Elliot, Hartke, or GK)
- Keyboard Rig
 - 1 – Roland XV-88 Keyboard w/ sustain pedal
 - 1 – B-3 w/ Leslie footswitch
 - 1 – 122 Leslie
 - 1 – Wurlitzer
 - 1 – Clavinet
 - 1 – two tier double braced X keyboard stand
 - 1 – Fender Twin Combo
 - 1 – Lonestar Combo

Alternate #2

Sister Hazel Backline:

- Drums
 - DW Drum Kit
 - Kick – 22” w/ new Evans EQ4 Batter head and Evens EQ3 Front
 - Snare – 14’x6 1/2” DW Snare Evens G1 coated top head, Hazy 300 Bottom
 - Toms – 10”, 12”, 14”, 16” All toms must be stand mounted. Nothing mounted to the kick. Tom heads to be Evans G2 coated on top and G1 clear on bottom
 - Hardware
 - 6 – boom style cymbal stands
 - DW 9000 Hi Hat Stand
 - Roc ‘n’ Soc Drum Throne w/o Back
 - DW 9000 Kick Pedal
 - 2 – Hi Hat Stands, one primary one spare
 - Cymbals: (Zildjian)
 - Hi Hat
 - Med Ride
 - 15” Crash
 - 17” Crash
 - 10” Splash
- Bass
 - SWR Mo Bass or 900 w/ 1 8x10 cabinet or 2 4x10 cabinets
- Guitar
 - 2 – Vox AC30
 - 2 – Fender Twin ’65 Reissue
- Keyboard
 - 1 – Kerzweil PC 88
 - 1 – X Style Keyboard Stand
 - 1 – Piano Bench or Drum Throne
- Instruments
 - 1 – Gibson Les Paul
 - 1 – Ibanez 5 String Bass
 - 1 – Takamine Acoustic Guitar

PRICING SHEET

Manufacturer(s) and Model Name(s)	
Main Stage Speakers	
Side Stage Speakers	
Kids Stage Speakers	
Friday Night Symphony Mic Package	
Freight & Installation	
Grand Total	
Alternate 1: <ul style="list-style-type: none">• Blues traveler backline	
Alternate 2: <ul style="list-style-type: none">• Sister Hazel backline	
A.R.O. in days	

Bidder Name _____

For questions contact Patrick Raddatz, Technical Assistant, (847) 931-5904.



CITY OF ELGIN, ILLINOIS, CERTIFICATION REQUIREMENTS

Please submit all required forms and documentation, fully completed and signed, with your proposal. **No proposal will be accepted without this information.**

- 1) To assure compliance with the City of Elgin’s Affirmative Action Ordinance, all contractors and vendors, herein referred to as “bidders,” are requested to submit the following information:
 - a) Work force analysis using the enclosed Bidder’s Employee Utilization form.
 - b) Provide the information required in Item #3 on the Employee Utilization Form if the answer to Question # 2 on the form is “Yes.”
 - c) Provide a written commitment outlining the steps that the bidder plans to take in the area of recruitment and promotion of minorities and females to assure equal employment opportunity. (A copy of the bidder’s affirmative action plan may be submitted in lieu of this requirement.)
- 2) To assure compliance with the City of Elgin’s Sexual Harassment Ordinance, all bidders must submit a signed sexual harassment form enclosed with the Invitation to Bid.
- 3) The undersigned certifies that the offerer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting the tax.
- 4) The undersigned certifies that the offerer is not barred from offering on this solicitation as a result of a conviction for the violation of State law prohibiting bid-rigging or bid-rotating.
- 5) The successful bidder agrees that, upon acceptance by the City of Elgin, the executed Invitation to Bid, along with all instructions, conditions, and specifications attached thereto, constitute a binding contract which may be enforced by the city.

Signature/Title _____

Company _____

Address _____

Phone _____

Fax _____

Email _____

FEIN _____



CITY OF ELGIN, ILLINOIS EQUAL EMPLOYMENT WRITTEN COMMITMENT GUIDELINE

The written commitment required in Item #4 of the Bidder's Employee Utilization Form shall:

1. Set out the name and phone number of the bidder's Equal Employment Officer.
2. Clearly identify the bidder's recruitment area and the percentage of minorities and females in the area's population and labor force.
3. Set out what the bidder has done and has set as a goal to ensure the recruitment of minority and female employees.
4. Set out the bidder's specific goals to recruit minorities and females for training programs or other similar opportunities available through the bidder's organization.
5. Indicate bidder's consent to submit to the City of Elgin, upon request, statistical data concerning its employee composition and recruitment efforts anytime during the term of the contract.
6. Show bidder's consent to distribute copies of the written commitment to all persons who participate in recruitment, screening, referral, and selection and hiring of job applicants for the bidder.
7. Clearly show that the bidder shall require all subcontractors, if any, to submit a written commitment complying with the above requirements of their affirmative action plan to the City of Elgin.
8. Clearly state the bidder agrees that: "Bidder (company name) shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, national origin, age, place of birth, ancestry, martial status, or disability (physical or mental) which will not interfere with the performance of the job in question."

Description of Groups for Classification Purposes

- White:** all persons having origins in Europe, North America, or the Middle East
- Black:** all persons having origins in any of the Black racial groups of Africa
- Hispanic:** all persons of Mexican, Puerto Rican, Cuban, Central South American, or other Spanish culture or origin, regardless of race
- Asian American:** all persons having origins in the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands
- American Indians:** all persons having origins in any of the original peoples of North America who maintain cultural identification through tribal affiliation or community recognition



City of Elgin, Illinois Sexual Harassment - - Policies and Programs

Effective July 1, 1993, every party to any contract with the City of Elgin and every eligible bidder is required to have written sexual harassment policies that include, at a minimum, the following information:

- the illegality of sexual harassment
- the definition of sexual harassment under state law
- a description of sexual harassment, utilizing examples
- a vendor’s internal complaint process including penalties and a description of the means by which complaining parties may complain directly to management personnel other than the alleged harassing individual
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission
- directions on how to contract the department and commission
- protection against retaliation as provided by Section 6-101 of the Human Rights Act

I hereby affirm that the organization which I represent has in place sexual harassment policies which include the required information set fourth above, and I hereby agree to furnish the City of Elgin - Human Resources Department with a copy of these policies if they so request.

Signature/Title _____
 Company _____
 Date _____

Sexual harassment is defined as follows: “Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of Elgin - Human Resources Department at (847) 931-5618.

The undersigned, on behalf of the undersigned company, hereby agrees to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any complaint based on unlawful harassment and/or employment action, including, but not limited to termination, based on any protected category as provided by law, including, but not limited to, sexual harassment resulting from the act of any member of my organization in the performance of this contract.

I hereby agree to fully indemnify and hold the City of Elgin harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of this contract.

Signature/Title _____
 Company _____
 Date _____

CITY OF ELGIN, ILLINOIS
TAX/COLLUSION/DEBARMENT/PREVAILING WAGE/LEGAL STATUS OF
EMPLOYEES AFFIDAVIT

State of _____ ss.

County of _____

_____, being first duly sworn, hereby deposes and states:

- (1) That s/he is the _____ of the party making the foregoing bid.
- (2) That the bidder is not barred from contracting with any unit of local government for any reason, including but not limited to debarment as a result of a violation of 720 Illinois Compiled Statutes, Section 5/33E-3 or 5/33E-4, as amended.
- (3) That no collusion or agreement among other bidders or prospective bidders to bid a fixed price or otherwise restrain competition by agreement has taken place.
- (4) That the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless there is a pending proceeding contesting any such tax.
- (5) That the bidder hereby certifies: [check all that apply]
 - _____ bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*)
 - _____ in the event any such notice has been received by bidder, a copy of any such notice is attached hereto.
 - _____ in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto.
 - _____ for each such notice received by bidder, the matter has been resolved as follows:

- (6) That the bidder hereby certifies that it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
- (7) That the bidder hereby certifies, represents and warrants that all of bidder's employees and/or agents who will be providing products and/or services with respect to the subject bid and contract are and shall be legal residents of the United States, and are and shall be legally authorized to perform any such applicable work and/or services.

Signature of Bidder, if an individual:

Signature of Bidder, if a partnership:

(indicate General or Limited)

Signature of Bidder, if a corporation:

President

Secretary

Signature of Bidder, if a limited liability company:

Member or Manager

Subscribed and sworn to Partner
before me this _____ day of

_____, 20____

My commission expires:



City of Elgin, Illinois

BIDDER'S EMPLOYEE UTILIZATION FORM

This report is required by the City of Elgin and must be submitted before the contract can be awarded.

Chapter 3.12.1000 Affirmative Action - City Contracts

1. Name and Address of Bidder

2. Description of Project

JOB CATEGORIES	Total Employees	Whites	Blacks	Hispanics	Asians or Pacific Islanders	American Indians	Minority (M & F) %	Female (All Categories) %
		M / F	M / F	M / F	M / F	M / F		
Example: Managers	18	3 / 5	3 / 2	4 / 0	0 / 1	0 / 0	55.6% (10/18)	44.4% (8/18)
TOTALS								

Signature of Company Official	Title	Telephone Number	Date Signed	Page ____ of ____
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2. Have you ever been awarded a bid by the City of Elgin?
 ___ Yes ___ No
3. If the answer to question #2 is Yes, please submit a copy of the Employee Utilization Form that was submitted with your last successful bid along with a fully completed copy of this form.
4. Please submit, according to the guideline provided in the attached document, a written commitment to provide equal employment opportunity. An Employee Utilization Form is required for any subcontractors.

NOTE: In the event that a contractor or vendor, etc., fails to comply with the fair employment and affirmative action provisions of the City of Elgin, the City amongst other actions may cancel, terminate, or suspend the contract in whole or in part.

**CITY OF ELGIN
AGREEMENT FOR**

RFP# 08-028 for Sound System for Fox Fire Fest

This Agreement is made and entered into this ____ day of _____, 2008 by and between the City of Elgin ("the CITY"), a municipal corporation organized and existing under the laws of the State of Illinois, and _____, incorporated in the state of _____ and having a principal place of business at _____ ("the CONTRACTOR").

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean this Agreement, the Invitation for Bids (IFB) including all documents referenced therein and the Contractor's bid response (bid) thereto incorporated by reference herein and made a part hereof. The CONTRACTOR agrees to provide the goods and/or services all in accordance with the IFB and CONTRACTOR'S Bid. In the event there is a conflict between this Agreement and the bid documents, the bid documents shall supersede this Agreement.

ARTICLE II. SCOPE OF WORK. The CONTRACTOR shall provide the goods or services described in the IFB and Bid, at the prices and terms contained therein.

ARTICLE III. TIME OF PERFORMANCE. The CONTRACTOR shall provide the goods or services upon receipt of purchase order; and the CITY shall pay to CONTRACTOR the total sum of \$_____.

ARTICLE IV. TERMINATION. The following shall constitute events of default under THIS CONTRACT: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, but not limited to, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to perform THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to perform THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) failure to comply with a material term of THIS CONTRACT, including, but not limited to the Affirmative Action requirements, and (vi) any other acts specifically and expressly stated in THIS CONTRACT as constituting a basis for termination for cause. The CITY may terminate THIS CONTRACT for its convenience upon fourteen (14) days prior written notice.

ARTICLE V. DAMAGES. From any sums due to the CONTRACTOR for services, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Director, incurred by the CITY as a consequence of procuring services as a result of any failure, omission or mistake of the CONTRACTOR in providing the goods and services as provided in THIS CONTRACT.

ARTICLE VI. GOVERNING LAWS AND ORDINANCES. This CONTRACT is made subject to all the laws of the State of Illinois and the ordinances of the CITY and if any such clause herein does not conform to such laws or ordinances, or in the event any of the terms or provisions herein are deemed to be void or otherwise unenforceable for any reason, such clause shall be void (the remainder of the contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this CONTRACT shall be in the Circuit Court of Kane County, Illinois.

ARTICLE VII. AFFIRMATIVE ACTION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or physical handicap which would not interfere with the efficient performance of the job in question. The CONTRACTOR will take affirmative action to comply with the provisions of Elgin Municipal Code Section 3.12.100 and will require any subcontractor to submit to the CITY a written commitment to comply with those provisions. The CONTRACTOR will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective subcontractors. The CONTRACTOR agrees that the provisions of Chapter 3.12 of the Elgin Municipal Code, 1976, is hereby incorporated by reference, as if set out verbatim.

ARTICLE VIII. ASSIGNABILITY. The CONTRACTOR shall not assign, sell or transfer any interest in THIS CONTRACT without prior written consent of the CITY.

ARTICLE IX. AMENDMENTS. There shall be no modification of the CONTRACT, except in writing and executed with the same formalities of the original.

ARTICLE X. NOTICES. Any notice given under this CONTRACT shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. mail, certified or registered, return receipt requested, addressed, if to CONTRACTOR, at the address set forth above to the attention of the project manager or undersigned representative, and if to the City, to the attention of the City Manager, 150 Dexter Court, Elgin, IL 60120 or to such other address and/or authorized representatives as either party shall designate in writing to the other in the manner herein provided.

ARTICLE XI. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless the City, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of Contractor or Contractor's officers, employees, agents or subcontractors in the performance of this CONTRACT, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against the City, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing.

ARTICLE XII. PUBLICITY. The CONTRACTOR may not use, in any form or medium, the name of the City of Elgin for public advertising unless prior written permission is granted by the CITY.

ARTICLE XIII. AUTHORIZATION. This CONTRACT is in the best interests of the CITY and is authorized by law. If, for any fiscal year during the term of the CONTRACT, sufficient funds for the discharge of the CITY'S obligations under the contract are not appropriated and authorized, then the CONTRACT shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to the CITY for damages, penalties or other charges on account of such termination.

ARTICLE XIV. NO AGENCY. This CONTRACT shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto, except as may be specifically provided for herein.

ARTICLE XV. CONFLICT. In the event of any conflict between the terms provided in any attachments hereto and the body of this CONTRACT, the terms and provisions of this CONTRACT shall control.

ARTICLE XVI. ENTIRE AGREEMENT. This CONTRACT embodies the whole agreement of the parties. There shall be no promises, terms, conditions or obligations other than those contained therein; and this CONTRACT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

ARTICLE XVII. COMPLIANCE WITH LAWS. Notwithstanding any other provision of this CONTRACT it is expressly agreed and understood that in connection with the performance of this CONTRACT that the CONTRACTOR shall comply with all applicable Federal, State, City and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, CONTRACTOR hereby certifies, represents and warrants to the CITY that all CONTRACTOR'S employees and/or agents who will be providing products and/or services with respect to this CONTRACT shall be legal residents of the United States. CONTRACTOR shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this CONTRACT. The CITY shall have the right to audit any records in the possession or control of the CONTRACTOR to determine CONTRACTOR'S compliance with the provisions of this section. In the event the CITY proceeds with such an audit the CONTRACTOR shall make available to the CITY the CONTRACTOR'S relevant records at no cost to the CITY."

The person signing THIS CONTRACT certifies that s/he has been authorized by the CONTRACTOR to commit the CONTRACTOR contractual and has been authorized to execute THIS CONTRACT on its behalf.

IN WITNESS WHEREOF the parties have hereto set their hands the day and year first above written.

CONTRACTOR

CITY OF ELGIN

Name and Title

Olufemi Folarin
City Manager

FEIN NO. _____