



**Invitation to Bid**  
**SOLICITATION # 1920-02**

**The following is sought:**

The purpose of this work is to install fiber optic cable to connect the Landscape Recycling Center Ticket Booth to the Arbor Division Shop, and therefore to the rest of the City's network for computer and phones service.

The scope of work consists of: installing new conduit and pull boxes; pulling fiber optic cables; splicing into the existing fiber network; preparing fiber optic connections to the interior of the facility; and testing of fiber optic cables inside the facility.

**Requesting Department: Public Works**  
**Contact Person: Scott R. Tess**  
**Address: 706 Glover Ave. Urbana, IL 61802**  
**Telephone No.: (217) 384-2381**  
**E-Mail Address: srtess@urbanaininois.us**

**Date of Invitation Posted on City's website: 8/6/2019**

**Date Published in News-Gazette: 8/8/2019**

**The original Bid plus   0   copies MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:**

**Site Inspection Date: 8/16/2019                      Time: 2:00 P.M. Central Time**  
**Meet at Arbor Division Shop at 801 N. Smith Rd. at corner of Butzow Dr. & Barr St.**

**Bid Submission Date: 8/30/2019 Time: 2:00 P.M. Central Time**

**Allowable Means for Transmitting Bids: printed hardcopy**  
**Public Bid Opening Date: 8/30/2019**  
**Time: 2:00 P.M. Central Time**

**Locations for above: 706 Glover Ave. Urbana, IL 61802**

**All Bids submitted in response to this Invitation shall be irrevocable for a period of 30 days after the Bid submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the bid if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.**

**BID DOCUMENTS ARE AVAILABLE ONLINE AT THE CITY OF URBANA WEBSITE:**  
<https://www.urbanaininois.us/node/8065> **Registration is strongly encouraged online or in person.**

***The City reserves the right to waive technicalities or to accept or reject any bid or combination of bids based upon the City's determination of its best interest.***

***If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>***

## **1. DEFINITIONS:**

"City" shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

"Contract" shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City and the Successful Vendor. "Contract" shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Invitation, Bid or a part or portions thereof.

"Equipment" shall mean the tangible apparatus, vehicle, or other goods, including all warranties and supplies, software, manuals, and material necessary to properly operate the same, which the City seeks to acquire pursuant to this Invitation. If included within the Specifications, "Equipment" may include installation as part of its purchase.

"Project" shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the City seeks to have performed and completed as described in this Invitation, including but not necessarily limited to, construction, demolition, rehabilitation, and/or installation of Equipment (separate from the purchase of such Equipment).

"Bid" shall mean any response to this Invitation that is submitted to the City, including any information appended to or included in such response.

"Invitation" shall mean this document and all exhibits appended to and/or which are referenced in this document.

"Specifications" shall mean the terms, conditions, and requirements described in this Invitation.

"Respondent" shall mean any contractor, consultant, professional, or vendor who submits a Bid in response to this Invitation.

"Services" shall mean consulting, advisory and/or professional services, including the work product generated as the result of the performance thereof, which the City seeks to retain and obtain pursuant to this Invitation.

"Successful Respondent" shall mean the contractor, consultant, professional, or vendor whose Bid is selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the City.

"Time" shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

## **2. SPECIFICATIONS:**

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

## **3. RESPONDENT QUESTIONS:**

**3.1. Responsibilities of Respondent:** It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and other requirements contained in and included with this Invitation. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

**Question & Answer Period:** Questions may be posed to the City of Urbana via e-mail to [srtess@urbanaininois.us](mailto:srtess@urbanaininois.us) from 8:00 a.m. CDT Wednesday, August 7, 2019, to 5:00 p.m. CDT Thursday, August 22, 2019. Answers to some or all questions may be answered as addendum by 5:00 p.m. CDT Monday, August 26, 2019. Answers will be emailed, or mailed if no email is provided, to any vendors who register in-person or online for this ITB.

**3.2. Discrepancies and Omissions:** If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Invitation, the Respondent shall notify the City at least five (5) business days prior to the deadline for submission of the Respondent's Bid. The City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Bid to the City if the information is deemed necessary by the City for submitting Bids. The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Bid waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

**3.3. Addenda:** If the City deems it appropriate to issue one or more addenda to this Invitation, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Bid in response to this Invitation by registering on the City's website entry for this Invitation or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Invitation. Respondents must acknowledge in their respective Bids all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Bid from consideration by the City.

**3.4. Contacting City Staff and Officials:** Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Invitation except as specifically set forth in this Invitation. Failure to comply with this provision may result in rejection of any or all Bids.

**Pre-Bid Submission Site Visit:** The City will conduct a pre-Bid submission site visit at the Landscape Recycling Center. The site visit will occur on August 16, 2019 at 2pm CDT. Respondents should park and meet at the Arbor Division Shop at 801 N. Smith Rd. Urbana, IL near the corner of Butzow Dr. and Barr St. No other time or

date will be made available and potential bidder are not permitted to inspect the site at any other day or time.

**4. GENERAL INSTRUCTIONS; BID CONTENT; FORMAT; SUBMISSION:**

See EXHIBIT B – GENERAL INSTRUCTIONS; BID CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

**5. BID EVALUATION CRITERIA:**

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

**6. AWARD OF CONTRACT:**

**6.1. Bid Guarantee:** All Bids must be guaranteed and may not be withdrawn until 30\_\_ days after the bid submission due date.

**6.2. Rejection of Bids:** If a Respondent is not selected as the Successful Respondent as contemplated in this Invitation, Respondents may withdraw their Bids.

**6.3. Price:** While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Bid price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Bid Price.

**7. CUSTOMER/CLIENT SERVICE:**

The City expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the City.

**8. GENERAL LEGAL MATTERS:**

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH BID.

## EXHIBIT A

### SECTION 2 – SUMMARY AND SPECIFICATIONS

Summary: The Landscape Recycling Center (LRC) is a facility that serves the public by recycling local yard debris into useful products. The buildings at the LRC include a Shop (shown on the right in the picture below) and a Ticket Booth (on the left). Currently, the Shop is connected to the City's fiber optic network, but the Ticket Booth is completely disconnected from the network. The City's fiber optic network carries voice and data transmissions and allows locations that are connected to the said network to access and use the internet. The purpose of this work is to install fiber optic to connect the Ticket Booth to the Shop, and therefore to the rest of the City's network for computer and phones service. The work also includes testing and evaluating whether the installed fiber optic is compatible and properly communicates with the City's network such to assure that it is an integral part of that network.

The scope of work consists of: installing new conduit and pull boxes; pulling fiber optic cables; splicing into the existing fiber network; preparing fiber optic connections to the interior of the facility; and testing of fiber optic cables inside the facility to assure compatible and seamless operation of the fiber optic with the City's network.



#### Specifications:

**2.1.1. Standards.** All optical cables furnished on this project shall meet the following fiber optic industry standards:

- 2.1.1.1.** Electronic Industries Alliance (EIA)
- 2.1.1.2.** Telecommunications Industry Association (TIA)
- 2.1.1.3.** International Organization for Standardization (ISO)
- 2.1.1.4.** International Electronics Commission (IEC)
- 2.1.1.5.** Telecommunication industry Association (TIA)
- 2.1.1.6.** International Telecommunications Union (ITU)
- 2.1.1.7.** Insulated Cable Engineers Association (ICEA)

#### **2.1.2. Construction:**

- 2.1.2.1. The successful respondent shall trench and/or directional bore the fiber installation at their own discretion. However, the area around the Landscape Recycling Center Ticket Booth is closed landfill space and, thus, that area must be directional bored. Any buried waste removed during installation may not be replaced, but must be disposed of as municipal solid waste pursuant to state regulations.
  - 2.1.2.2. Blowing cable is an acceptable alternative. If the Successful respondent chooses this alternative a detailed method statement for cable installation shall be submitted for approval (needs to include pulls for future rewiring?).
  - 2.1.2.3. All trenches shall be backfilled at the conclusion of the project. During the work day, the material from trenching operations shall be placed in a location that will not cause damage or obstruction to vehicular or pedestrian traffic or interfere with surface drainage.
  - 2.1.2.4. The successful respondent shall restore all surface materials to their preconstruction condition, including but not limited to pavement, sidewalks, sprinkler systems, landscaping, shrubs, sod, or native vegetation that is disturbed by the conduit installation operation.
  - 2.1.2.5. Successful respondent will install pull boxes at any point on the conduit run where there is a bend that equals or exceeds 90 degrees. Pull boxes shall be of sufficient size to allow for sealed fiber optic splice closures and to accept the coils of excess cable required.
- 2.1.3. Redundancy:** Respondents may propose a second conduit and fiber installation for backup or redundancy purposes. All conduit installations shall have six (6) strands of fiber in each conduit.
- 2.1.4. Experience:** The description of the respondent's experience must be provided in Exhibit E – Required Forms.
- 2.1.5. Plan:** A map and text description of the respondent's proposed installation location(s) for fiber optic cable must be provided in Exhibit E – Required Forms or as an attached to Exhibit E.
- 2.1.6. Permits:** Successful respondent will be required to determine permitting requirements and obtain all required permits at the successful respondent's sole expense.
- 2.1.7. As-built:** Successful respondent will provide as-built map of the fiber pathway in ESRI format upon completion of the project.
- 2.1.8. Spec sheets:** The submission must include product specification sheets for all proposed components.
- 2.1.9. Testing:** Fiber optic cable must be tested for throughput, and results provided to the City of Urbana before acceptance of installation. The City will continue to test and use the fiber for 30 days following installation.

**2.1.10. Completion:** The work must be complete within 90 days of execution of the contract.

**2.1.11. Maintenance:** Respondents may, at their sole discretion, offer a maintenance agreement. The description and terms of a maintenance agreement may be provided in Exhibit E – Required Forms. The presence, absence, or characteristics of any maintenance offer will not be part of the evaluation criteria of bids.

**2.1.12. Other Deliverables:** Respondents may, at their sole discretion, propose additional deliverables in accord with industry standards and best practices. This list may be provided in Exhibit E – Required Forms.

**2.1.13. Full Price:** Installation shall include all labor, materials, components, and accessories.

## EXHIBIT B

### SECTION 4 - GENERAL INSTRUCTIONS; BID CONTENT; FORMAT; SUBMISSION

#### **4. GENERAL INSTRUCTIONS:**

**4.1. Due Date and Time:** No Bid shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Invitation.

**4.1.1. Format:** All Bids must follow the format described in this Exhibit B. Respondents shall provide information invited by this Invitation in a direct and concise manner. Responses shall refer directly to section numbers in this Invitation and meet or exceed the requirements as described in this Invitation.

**4.1.2. Guaranteed Bids:** All Bids must be guaranteed and the City will not accept conditional or qualified Bids unless provided otherwise in this Invitation.

**4.1.3. Completion of Forms:** All blank spaces in any form document included in the Bid must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Bid must initial any changes or corrections made on the Bid if changes are made by typewriter or indelible ink after printing.

**4.1.4. Authorization to Submit Bid:** A responsible person must sign the Bid and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Bid on behalf of the Respondent.

**4.1.5. Acceptance/Rejection:** The City's decision to accept or reject any or all Bids or portions thereof shall be final.

**4.1.6. Clarification of Bid:** Subsequent to receipt of Bids, the City may require the Respondents to clarify or explain their Bids or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

**4.1.7. Package Bids:** If a Respondent submits a package Bid or a Bid containing multiple parts, the Respondent shall include an aggregate price for all parts included in the Bid and individual prices for each part of the Bid.

#### **4.2. BID CONTENT AND FORMAT:**

**4.2.1. Respondent's Information:** The Bid must include:

Respondent's name, address, telephone number, e-mail address, and website (if any).



Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.

**4.2.2. Addressing Specifications (Exhibit A):** Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Bid proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

**4.2.3. Pricing Information:**

**4.2.3.1.** The Bid must include a price quote. In the event that the aforesaid includes components or discrete parts, the Bid must include an aggregate price quote as well as pricing for each component or discrete part. This quote must be provided in Exhibit E – Required Forms.

**4.2.3.2.** All prices must be guaranteed for a period of thirty (30) days.

**4.2.4. Amendments to Invitation:** In the event that the City issues any changes to its Invitation following the publication or issuance date, as the case may be, listed on Page 1 of this Invitation, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Bids.

**4.2.5. Use of Subcontractors:** The names, addresses, telephone numbers, e-mails, and websites (if any) and the names of contact persons of all subcontractors which the Respondent anticipates using in performance of work requested in the Invitation.

### **4.3 SUBMITTING BIDS:**

**4.3.1. Bid Submissions by Mail, Hand-Delivery, or Courier Service:** If a Bid will be submitted by mail, hand-delivered, or by courier service, the Bid shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any; and Bid opening date and time as specified on Page 1 of the Invitation. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Invitation.

**4.4. Assumption of Risk:** Regardless of the means and method by which Respondent uses to send the Bid, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Bid for receipt by the contact person listed on Page 1 of the Invitation after the date and time specified on Page 1 of the Invitation. The City shall have no responsibility should Respondent's Bid be received after the date and time specified on Page 1 of the Invitation for the City's receipt of Bids.

## EXHIBIT C

### SECTION 5 - EVALUATION CRITERIA

- 5.1. PUBLIC OPENING OF BIDS:** The City will conduct a public opening of the Bids at the date, time and location specified on Page 1 of the Invitation. The public opening will include a reading of each Respondent's name and the respective aggregate prices which the Respondents submitted. No other contents of Respondents' Bids will be disclosed at this time.
- 5.2. TREATMENT OF BIDS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Bids, the Bids will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing "bids and bids for any contract."
- 5.3. EVALUATION CRITERIA:** The City will evaluate the Bid(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Bids expire and will be based on and but may not be limited to the following criteria.
- 5.3.1. Completeness:** Degree of completeness of the Bid.
- 5.3.2. Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. In the event any Specification is not complied with, the City will consider the Respondent's proposed substitute and whether it is of equal or better quality than the particular Specification.
- 5.3.3. Price:** The City will consider the aggregate price and, if provided, component pricing included in each Bid.
- 5.3.4. Other Criteria:** In addition to the above, the City may consider the following additional criteria:
- 5.3.4.1.** The experience of the Respondent in fiber optic installations as requested in this invitation.
- 5.3.4.2.** To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent's cooperation in resolving such problems or disputes to the satisfaction of the City
- 5.3.4.3.** Completion and approval of the Respondents EEO paperwork.
- 5.4. INVESTIGATIONS:** The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Bid as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the City which has obtained goods, services, labor and/or materials from Respondent similar to those

described in this invitation. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this invitation.

**5.5. DEFAULT ON OBLIGATIONS TO CITY:** No Bid will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.

## EXHIBIT D

### SECTION 8 – GENERAL LEGAL MATTERS

- 8.1. RIGHTS TO PROPOSALS AND SUPPORTING MATERIALS:** All Proposals and related information provided by Respondents shall become the property of the City when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.
- 8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:**
- 8.2.1. Application of Freedom of Information Act After Award:** Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.
- 8.2.2. Confidential Information:** A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the City's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.
- 8.2.3. Confidential Proposals:** The City will neither accept nor consider any Proposal which indicates that it should be treated confidential, proprietary or trade secret in its entirety.
- 8.2.4. Submission of Confidential Information:** If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.
- 8.2.5. Costs of Claiming Confidentiality:** Each Respondent shall be responsible for any costs which the City incurs in defending a request for Proposal information which the

Respondent has marked as “CONFIDENTIAL INFORMATION.” In the event that the City receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General’s Office, as the case may be.

**8.2.6. Intellectual Property Rights of Others:** By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

**8.3. COSTS OF SUBMITTING PROPOSAL:** The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.

**8.4. LAWFULNESS OF SUBMISSION OF PROPOSAL:** By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –

**8.4.1. No Bid Rigging:** Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

**8.4.2. No Federal or State Violations:** Has not violated any state or federal law governing the subject of the that which is sought by the Request.

**8.4.3. Direct Interest in Contract:** Is the only person that will have a direct interest in the Contract, if any is awarded.

**8.4.4. No Bribery:** Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.

**8.5. TAXES; AUTHORIZATIONS:**

**8.5.1. City Tax Exemption:** By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number will be furnished upon the Successful Respondent’s request.

**8.5.2. Authorizations:** Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the City with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the City. The Successful Respondent shall comply with all

requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

**8.6. USE OF CITY'S NAME:** No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

**8.7. CONTRACT DOCUMENTS:** The Successful Respondent shall be required to enter into a Contract with the City.

**8.7.1. Successful Respondent Supplied Contract:** If a Respondent, if selected as the Successful Respondent, expects the City to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the City to accept the terms of such agreement form.

**8.7.2. City-Supplied Contract Form:** If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the City's Request and Successful Respondent's Proposal to which the City and Successful Respondent agree.

**8.7.3. Final Contract Terms:** Regardless of whether the Successful Respondent's or the City's agreement form is to be used, where appropriate, the Successful Respondent and the City will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the City and the Successful Respondent shall contain, at a minimum, the following terms and conditions:

**8.7.3.1. Price Quote:** The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and the City which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.

- 8.7.3.2. Delivery:** Delivery of equipment, supplies and/or materials shall be made to the Project site during normal working hours.
- 8.7.3.3. Payment:** The City of Urbana shall make payment of 75% of the project cost within thirty (30) days following the completion of the fiber optic installation, receipt of as-built maps and diagrams in the format prescribed by the City of Urbana, and receipt of written evidence of the Successful Respondent's testing of the fiber optic installation which is the subject of the Invitation to Bid. The City shall make payment of the balance of the accepted price quote thirty (30) days following the City's successful operation of the fiber optic installation over a thirty (30) day period.
- 8.7.3.4. Specifications:** The Specifications provided for in this Request may be modified by agreement between the City and the Successful Respondent.
- 8.7.3.5. Default and Cure:** Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.
- 8.7.3.6. Representation of Authority:** If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract
- 8.7.3.7. Costs of Negotiation:** The City and the Successful Respondent shall bear their respective costs of negotiating and executing the final Contract between them.
- 8.7.3.8. Indemnification:** The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.
- 8.7.3.9. Warranties:** Any warranties which were submitted by the Respondent along with his/her Proposal including any modifications thereof agreed to by the City and the Successful Respondent.
- 8.7.3.10. Service/Maintenance:** If the Successful Respondent and the City agree as to any ongoing service or maintenance agreement, the terms of such agreement.

- 8.7.3.11. Insurance Requirements:** The City will specify the minimum insurance coverages required to be in place, with the City named as an additional insured, where appropriate.
- 8.7.3.12. EEO Representations:** Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Proposal.
- 8.7.3.13. Termination of Contract:** Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.
- 8.7.3.14. Governing Law:** The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initialed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign, County Illinois or, if applicable, the United States District Court for the Central District of Illinois.
- 8.8. Termination of Solicitation Process/No Rights Created:** The City reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Proposal based solely on lowest price.
- 8.9. Prevailing Wage Act/ Davis-Bacon Act:**
- 8.9.1. Prevailing Wage Act:** Any Contract entered into between the Successful Respondent and the City will be subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. Pursuant to the Illinois Prevailing Wage Act, the City has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Proposal. The Respondent shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Respondent shall pay its workers not less than the rates in effect.
- 8.9.2. Davis-Bacon Act:** To the extent it is applicable, the Respondent shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.



**8.10.** Affirmative Action:

**8.10.1. Compliance with City Ordinance:** If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Respondents Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at hro@urbanaininois.us. Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 *et seq.*).

**8.10.2. Veterans Preference:** If this Proposal involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570-0.01 *et seq.*) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

**EXHIBIT E**

**REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL**

Part 1 of 5

In the space provided below, provide an explanation of the respondent's experience installing and testing fiber optic cable:

Part 2 of 5

In the space provided below, provide a price quote for all the required work described in this invitation to bid:

Price quote for the required work described in Exhibit A – Specifications (single conduit, et al)	\$
Price quote for the optional work described in Exhibit A – Specifications (redundant conduit, et al)	\$

Part 3 of 5

In the space provided below **or** as a separate document, provide a map and text description of the respondent's proposed installation location(s) for fiber optic cable:

Part 4 of 5

In the space provided below, the respondent has the option, **but not the obligation** pursuant to this invitation to bid to provide other deliverables in addition to those described as required in Exhibit A:

Part 5 of 5

In the space provided below *or* as a separate document, the respondent ***has the option, but not the obligation*** pursuant to this invitation to bid to provide a description and terms of a maintenance agreement for the fiber optic cable installation described in Exhibit A – Specifications.