



**INVITATION TO BID THE  
PURCHASE OF A 3-D LASER SCANNER**

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**LEGAL NOTICE  
INVITATION TO BID  
THE PURCHASE OF A 3-D LASER SCANNER**

Sealed bids for the purchase of a 3-D laser scanner will be received at the address listed below until **Monday, July 29, 2019 at 9:00 a.m. CST.** Bids will be publicly opened and read aloud at this time at the location stated below. Bids not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All bids should be addressed to:

Village of Oswego  
Re: (vendor name)  
Invitation to Bid – 3-D Laser Scanner  
Attention: Carri Parker, Purchasing Manager  
100 Parkers Mill  
Oswego, IL 60543

Bid packets are available online at <http://www.oswegoil.org>. The link can be found under the Business & Development Tab-Bids & RFPs. Additional packets may be picked up at Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, 60543. Please contact the Purchasing Manager to schedule a time to pick up the packet.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the bid. The successful Responder and the Village will execute a contract set forth in the Bid package within fourteen (14) days from the award of the contract. The Village reserves the right to reject any or all Bids. No Bid shall be withdrawn for a period of thirty (30) days after the Bid opening date without the consent of the Village.

Questions regarding this bid should be in writing and directed to: Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 Email: [cparker@oswegoil.org](mailto:cparker@oswegoil.org).

## **INTRODUCTION**

The Village of Oswego is soliciting a proposal to purchase from a single vendor one (1) Leica RTC360 3D Laser Scanner with upgrades, accessories and proprietary software to process and view scanner output. This equipment will be used to capture measurements at crime scenes and traffic accidents. Data points collected by the scanner will be utilized to create 2D diagrams, 3D diagrams or digital animations.

### **I. ITEM DESCRIPTION**

The vendor will provide Leica RTC360 3D Laser scanning unit that will meet the minimum requirements listed below. The vendor must provide any and all software to use, maintain and calibrate the Laser Scanning unit. The vendor must provide the software to process and view data points collected by the scanner.

1. Leica RTC360 Laser Scanner Kit
  - a. 1-year RTC360 Laser Scanner CCP Basic
  - b. GVP730, Transport Container for RTC360 Laser Scanner and Accessories
  - c. RTC360 Scan Head
  - d. GEB361 Lithium Ion Battery
  - e. GKL341, Charger Prof 5000, Charges up to 4 batteries, including power cable
  - f. RTC360 Flash Drive – 256 GB
  - g. RTC360 Rain Cover
2. 1-year RTC360 Laser Scanner CCP Silver
3. GST80, Lightweight Tripod for RTC360 Laser
4. GAD120, Tribrach Adapter for RTC360 Laser
5. NIST Calibrated PS Traceable Artifact Bundle
6. iPad Pro Wifi 64 GB + Otterbox
  - a. For remote wireless control of RTC360 to protect investigators from HAZMAT and minimize evidence disturbance at the crime scene.
7. 3D Public Safety Scanning Suite
  - a. Cyclone Register 360 Permanent
  - b. Cyclone Publisher Pro Permanent
  - c. IMS Map360 v1 (core software)
  - d. IMS Map360 v1 Point Cloud Extension
8. Cyclone Register 360 CCP 1 year
9. Cyclone Publisher Pro CCP 1 year
10. 1-year IMS Map360 CCP
  - a. Includes: Technical Support and Product Updates
11. 1-year IMS Map360 Point Cloud Extension CCP
  - a. Includes: Technical Support and Product Updates

### **II. TRAINING**

The vendor will provide Leica RTC360 3D Laser training that will meet the minimum requirements listed below.

1. 4 days IAI and ACTAR Certified On-site Training in RTC360 Operation and Registration Software
  - a. Includes: tuition for up to 7 students at the Village's facility and travel costs for trainer
2. 5 days IAI and ACTAR Certified On-site Training in Map360
  - a. Includes: tuition for up to 7 students at the Village's facility and travel costs for trainer

### **III. WARRANTIES FOR SUPPLIES AND SERVICES**

Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Village or furnished by the Vendor and agreed to by the Village, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the Village for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

Vendor shall insure that all manufacturers' warranties are transferred to the Village and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Village's payment, acceptance, inspection or failure to inspect the supplies.

Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or Village policies. Should the scanner need repairs, the Vendor will provide an exact temporary replacement at no additional charge to the Village until the repairs are completed.

### **IV. FORMAT OF PRICING**

Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in this Contract.

Pricing shall be submitted as a bid consisting of an itemized quote for the following:

- The vendor will provide a unit cost for the Leica 3D Laser Scanner with upgrade options identified in section II, including standard accessories, any and all software. All shipping costs will be included in the vendor pricing of the 3D Laser Scanner, accessories and software.
- The vendor will also include the price for maintenance, calibration and software renewals and updates until April 30, 2025.

- The vendor will provide a separate cost for training.

**V. VENDOR / STAFF SPECIFICATIONS**

Vendor must be an authorized dealer or authorized reseller of the equipment; reference Section III of this document for additional specification on warranty requirements.

**VI. TRANSPORTATION AND DELIVERY**

All transportation and delivery costs must be included in pricing. The 3D Laser Scanner unit(s) must be delivered no later than December 31, 2019.

**VII. SUBCONTRACTING**

Subcontractors are allowed but must be approved by the Village of Oswego. For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify the names and addresses of all subcontractors it will be entering into a contractual agreement with in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

**VIII. SCHEDULE**

<b>Selection Process Steps</b>	<b>Estimated Date(s)</b>
Release to the Public	Thursday, July 18, 2019
Final Date to Submit Questions	Tuesday, July 23, 2019 by 12:00 p.m.
Addendum Posted (if any)	Thursday, July 25, 2019 by 5:00 p.m.
Bids Due	Monday, July 29, 2019 at 9:00 a.m.
Lowest Bidder to provide Demo to Village Board	Tuesday, August 6, 2019 at 7:00 p.m.
Village Board Contract Approval	Tuesday, August 6, 2019 at 7:00 p.m.
Item Delivered By	December 31, 2019
Warranty Expires	April 30, 2025

## INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid:** Monday, July 29, 2019 at 9:00 a.m. CST
2. **Basis of Bid:** Sealed Bids will be received until the above noted time and date.
3. **Bid Description:** Purchase of a 3-D Laser Scanner
4. **Preparation and Submission of Bids:**
  - A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
  - B. Each Responder must complete, execute and submit with its Bid a certification that Responder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the Bidding documents.
  - C. **Each Responder must submit a complete Bid package, including the following items:**
    1. **Signed Contract Pages**
    2. **Subcontractors Lists**
    3. **References from three (3) current customers**
    4. **Bid Sheet with Signature**
    5. **Signed Contractor's Bid Agreement**
    6. **One (1) paper copy of the Bid packet**
    7. **One (1) electronic version of the complete Bid packet on a flash drive in a PDF format**
    8. **Bid Bond, if applicable**
    9. **Performance Bond, if applicable**
  - D. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
  - E. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
  - F. In submitting this Bid, the Responder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
  - G. The Responder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
  - H. The Responder further understands and agrees that if his Bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
  - I. The Responder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more

of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.

- J. The Responder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work.
- K. The Responder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
- L. The Responder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
- M. The Responder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid , it is understood and agreed that the completion within the time limit is an essential part of the contract.
- N. By submitting a Bid, the Responder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- O. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- P. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email [cparker@oswegoil.org](mailto:cparker@oswegoil.org). Answers will be provided in writing to all potential Responders; No oral comments will be made to any Responder as to the meaning of the Bid and Specifications or other contract documents. Responders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Responder should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Responder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Responder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Responder to include a

signed formal Addendum in its bid quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if it in its best interest.

6. **Conditions:** The Responder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Responder acknowledges that local ordinance permits the Village to give preference to local businesses.
  - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
  - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
  - C. The Village shall reserve the right to add or to deduct from the base Bid and/or alternate Bid any item at the prices indicated in itemization of the Bid.
  - D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
  - E. Responders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages
  
7. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any Bid deemed most favorable to the interests of the organization.
  - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Responder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
  - B. All awards made in accordance with this Code are final determinations.
  - C. In addition to price, the Village will consider:
    - Ability, capacity, and skill to fulfill the contract as specified.
    - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
    - Character, integrity, reputation, judgment, experience, and efficiency.
    - Quality of performance on previous contracts.
    - Previous and existing compliance with laws and ordinances relating to the contract.
    - Sufficiency of financial resources.
    - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
    - Ability to provide future maintenance and service under the contract.
    - Number and scope of conditions attached to the Bid /bid.
    - Record of payments for taxes, licenses or other monies due to the Village.

8. **Rejection of Bids:**

- A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
  - B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Responder and to make an award to the response deemed to be the most advantageous to the Village.
  - C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
  - D. Bids may also be rejected if they are made by a Responder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
9. **Equal Opportunity:** The Responder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
10. **Non-Discrimination:** The Bid der, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
11. **Execution of Documents:** The Bid der, in signing his Bid on the whole or any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

12. **Ineligible Contractors or Vendors:** The Contractor shall certify their review of the village debarment list found at [www.oswegoil.org](http://www.oswegoil.org) and to further comply with all provisions of Title 1-16-16 of the Village Code. Each bid, Bid or quotation must also include a listing of all intended subcontractors.

Bids received from any listed contractor in response to an invitation for Bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

The Responder acknowledges that local ordinance permits the Village to give preference to local businesses.

## CONTRACT

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Village of Oswego (Village) and \_\_\_\_\_ (Contractor).

The entire Bid package together with all Exhibits and attachments and following sections apply to all bids requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If, in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- a) Withhold payment.
- b) Consider all or any part of this contract breached and terminate the contractor, or
- c) May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- d) Any demand for performance shall be specifically delivered to the contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

4. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village, together with their officers, agents, employees, and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for

protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers's, agent's, employee's negligence in the performance of services under this Agreement. Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop Exhibit A until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury, and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence) \$3,000,000 (aggregate)

5. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or

pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

6. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete.

Schedule of Deductions for Each Day of Overrun in Contract Time	
Original Contract Amount	Daily Charge
\$0 - \$100,000	\$675
\$100,001 - \$500,000	\$1,050
\$500,001 - \$1,000,000	\$1,425
\$1,000,001 - \$3,000,000	\$1,275
\$3,000,001 - \$6,000,000	\$2,000
\$6,000,001 - \$12,000,000	\$3,450
\$12,000,001+	\$8,125

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date.

7. **Contract Term:** The contract will commence as of the date of this contract and expire on April 30, 2025.
8. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
- A. Is not of such a size or nature as to undermine the integrity of the original Bid ding process; and
  - B. Is germane to the original contract; and
  - C. Does not exceed twenty percent (20%) of the contracted amount; and

- D. Is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$15,000.00).
9. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
  - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
  - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
  - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
10. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
11. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be in the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the

Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

- a) If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.
12. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
  13. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
  14. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
  15. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
  16. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
    - a) When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
    - b) Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
  17. **Piggybacking Clause:** This contract may be used to perform any Work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies participating in a shared services agreement with the Village.
  18. **Additional Items:** The Village and Contractor further agree that
    - A. Certifies that it is not barred from Bid ding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter

720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

19. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders (collectively the “Indemnitees”) harmless from and against all loss and expense (including, but not limited to, reasonable attorney’s fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however, such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section include, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims,

demands, and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence or to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this Agreement.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

**CONTRACT SIGNATURES**

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

---

Village of Oswego Representative Date

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Attest Title

---

(Printed Name of Contractor)

---

Address City State Zip Code

---

Signature of Authorized Representative

---

Title Date

**CONTRACT SIGNATURES**

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

---

Village of Oswego Representative Date

---

Attest Title

---

(Printed Name of Contractor)

---

Address City State Zip Code

---

Signature of Authorized Representative

---

Title Date

## SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

### **Subcontractor No. 1**

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Business Name

---

Address

City, State, Zip Code

---

Telephone Number

Value of Work Subcontracted

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Nature of Work Subcontracted

### **Subcontractor No. 2**

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Business Name

---

Address

City, State, Zip Code

---

Telephone Number

Value of Work Subcontracted

---

Nature of Work Subcontracted

**Subcontractor No. 3**

---

Business Name

---

Address

City, State, Zip Code

---

Telephone Number

Value of Work Subcontracted

---

Nature of Work Subcontracted

If additional sheets are needed, please make copies.

## REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this bid.

### Reference No. 1

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Business Name

---

Address

City, State, Zip Code

---

Contact Person

Telephone Number

---

Dates of Service

### Reference No. 2

---

Business Name

---

Address

City, State, Zip Code

---

Contact Person

Telephone Number

---

Dates of Service

**Reference No. 3**

---

Business Name

---

Address

City, State, Zip Code

---

Contact Person

Telephone Number

---

Dates of Service

If additional sheets are needed, please make copies.

## BID SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Leica RTC360 3D Laser Scanner, Accessories, and Software (page 4)	\$
On-site Training as Listed (page 4-5)	\$
<b>TOTAL PROJECT COST</b>	<b>\$</b>

Additional Training (if needed) – Hourly Rate	\$
Additional 4 years of maintenance, calibration, software renewals and updates until April 30, 2025 – Annual Charge	\$

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(Printed Name of Contractor) Phone Number

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Signature of Authorized Representative Date

**DETAIL EXCEPTION SHEET**

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the Bid. It is not our intention to prohibit any potential contractor from Bid ding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

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**CONTRACTOR BID AGREEMENT**

TO:  
Village of Oswego  
100 Parker's Mill  
Oswego, IL 60543

The undersigned Bidder, in compliance with your advertisement for Bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this Bid to be for the project described in the Instruction to Responders document and to be in accordance with plans, specifications, and Contract Documents, including the Invitation to Bid.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

---

(Printed Name of Contractor)

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Address City, State, Zip Code

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Telephone Number Email

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Signature of Authorized Representative Title Date