



**Request for Proposals
SOLICITATION # 2021-18**

The following is sought:

4 - 12 Lead Cardiac Monitor/Defibrillators, 1 – AED, 1 – Rhythm Training Simulator

Requesting Department: Urbana Fire Department

Contact Person: Michael Phillips

Address: 400 S Vine St Urbana, IL 61801

Telephone No.: (217) 552-8617

E-Mail Address: mcphillips@urbanaininois.us

Date of Request Posted on City's website: 3/3/2021

Date Published in News-Gazette: 3/5/2021

The original Proposal plus 3 copies MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Proposal Submission Date: 3/17/2021 Time: 5:00 P.M. Central Time

Allowable Means for Transmitting Proposals: Hard Copy or Electronic Submission

All Proposals submitted in response to this Request shall be irrevocable for a period of 60 days after the Proposal submission due date and may not be withdrawn by the Respondent during this period. After such time has elapsed, the Respondent may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

Proposal documents are available online at the City of Urbana website:

<https://urbanaininois.us>

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>

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

1. DEFINITIONS:

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

“Contact Person” shall mean the person specified on page 1 of the Request who should receive all communication sent to the Requester.

“Contract” shall mean a written instrument that, once executed by the Successful Respondent and the City, becomes legally binding and enforceable on the City and the Successful Respondent. “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 Request, Proposal 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 Request. If included within the Specifications, “Equipment” may include installation as part of its purchase.

“Proposal” shall mean any response to this Request that is submitted to the City, including any information appended to or included in such response.

“Request” 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 Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal 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 ABOUT THE REQUEST:

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

3.2. Questions: All questions pertaining to this Request must be received by the Contact Person at least five (5) business days prior to the deadline for submission of Proposals. Answers will be provided in an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Requester. (See Section 3.4.)

3.3. 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 Request, the Respondent shall notify the City at least five (5) business days prior to the deadline for submission of the Respondent's Proposal. If the Requester deems the information necessary for submitting Proposals, the City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the City. (See Section 3.4) The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

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

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

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

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

5. PROPOSAL EVALUATION CRITERIA:

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

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn for the number of days specified on page 1 after the proposal submission due date.

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

6.3. Price: While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal 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 Proposal 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 PROPOSAL.

EXHIBIT A

SECTION 2 – SUMMARY AND SPECIFICATIONS

2.1. Summary:

The Urbana Fire Department seeks proposals for a minimum of four (4) 12 Lead Cardiac Monitors/Defibrillators, one (1) Automatic External Defibrillator, and one (1) Rhythm Training Simulator to be used with the proposed cardiac monitors. As part of this request, each Proposer shall be required to schedule a demonstration of their product over a consecutive three (3) day demonstration period. Their product will be evaluated by Urbana Fire Department personnel. The proposal shall include fully descriptive literature, line itemized pricing, and information on the products proposed, including but not limited to warranty, technical support, biomedical service plans and pricing, multi-unit purchasing plans, service location, and loaner programs. Proposals will be accepted for the equipment (or approved equivalent) specified below. Proposals will not be considered complete until a demonstration has been performed. All demonstration periods must be completed no later than April 14, 2021.

2.2. Specifications:

1. Cardiac Monitor/Defibrillators

Operating:

- Unit must be capable of operating in temperatures between 0 to 50° C.
- Unit must be capable of operating in humidity between 15 to 95% RH.
- Unit must be vibration tested to meet EN 1789 for ambulances.
- Unit must be drop tested to meet IEC 60601-1 and tested at 2 meters

Environmental Protection:

- Unit must have a minimum IP55 rating for water and solid foreign objects.

Display/Monitor:

- Unit must be able to change display color/contrast for optimal performance in bright lighting and night conditions.
- Unit must display real-time Lead II ECG on screen.
- Unit must be able to display static ECG analysis results and real-time ECG on-screen simultaneously.
- Unit must be able to display four (4) different waveforms.
- Unit must be able to display large font numeric values independent of ECG/waveforms.
- Unit must have a liquid crystal display or better of high resolution as a standard.

CPR Feed-Back:

- The unit must be able to provide quality of manual CPR feedback for adult, pediatric and neonatal patients in both manual and Advisory (AED) modes.
- The unit must be able to provide CPR artifact filtering allowing the provider to visualize underlying rhythms.

- The unit must be AHA Guideline Compliant and be able to be upgraded to any AHA guideline changes as necessary.

Monitoring:

- Unit must be capable of patient monitoring through 3-Lead, 4-Lead, 5-Lead, and 12-Lead ECG cables, multi-function electrodes, and pads/paddles.
- Unit must indicate for use on adult, pediatric and neonatal patients.
- Unit must have a lead selector button located on the front panel that allows users to change leads by pushing the lead button.
- Unit must display lead selected on display at all times.
- Leads must be fully defibrillator protected.
- Unit must have dedicated circuitry that detects most implanted pacer spikes.
- Unit must display standard marker of pacer spike on ECG trace.
- Unit must contain heart rate alarms that are user selectable, have an on/off indicator displayed on the monitor, and provide the user with an auto-generated strip chart recording, visual message, an audible tone when activated.

Electrodes:

- Unit must utilize Multi-Function electrodes that allow pacing, defibrillation, cardioversion, CPR feedback, and ECG monitoring via one set of disposable pads.
- Electrodes must be available in sizes for adults and pediatrics.
- The Multi-Function electrodes must allow the user to pre-connect the electrodes without compromising shelf life.

Defibrillator:

- Unit must utilize a high current, low energy rectilinear, constant current biphasic waveform.
- Unit must meet current AHA specifications for biphasic defibrillation ($\leq 200\text{J}$ low energy, scientific data to support efficacy claims).
- Unit must display energy selected and delivered on monitor display, strip chart recorder, and code summary.
- Unit must have a defibrillator discharge button that illuminates when the device is charged and ready to deliver a shock.
- Unit must contain a built-in defibrillator tester that tests energy output and continuity of the multi-function cable and pads documented on a strip chart recorder and internal memory.
- Unit must have a multi-function therapy cable that is field replaceable.
- Unit must have a single multi-function cable that operates both multi-function electrodes and external pads.
- Unit must be indicated for use on adult, pediatric, and neonatal patients in both manual and Advisory (AED) modes.

Printer/Recorder:

- Unit must utilize a thermal strip chart recorder.
- Strip chart recorder must utilize a six (6) second delay.
- Unit must have user-configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.

Pacemaker:

- Unit must have pacing capability.
- Unit must have a continuously variable current level.
- Pacer parameters must be maintained when switching back to defibrillation or monitor mode.
- The heart rate alarms must function in the pacing mode. Unit must be configurable for the initial setting of pacing rate.
- Unit must display pacing rate and milliamps on display.
- The pacer must continue to deliver life-saving therapy in the event an ECG lead is disconnected.
- Unit must be able to pace through multi-function or pacing electrodes.

12-Lead ECG:

- The 12-Lead ECG parameter must allow for the transmission of 12-Lead ECG to receiving medical facility.
- The 12-Lead parameter must allow users to easily insert patient name, age, and gender using soft keys on the defibrillator.
- The 12-Lead parameter must allow users to print the 12-Lead analysis interpretation including measurements and patient name, age, and gender on paper,
- The 12-Lead patient cable must consist of 4 limb leads and a separate V-Lead cable.
- The 12-Lead patient cable must be capable of providing limb leads signals directly to the defibrillator when only the limb leads are attached.

Pulse Oximetry:

- The unit must have integrated Oxygen Saturation (SpO₂) and heart rate measurement.
- The unit must have the ability to automatically display the heart rate and SpO₂ values on the monitor screen without user intervention.
- The unit must include SpO₂, SpCO with optional SpMet reusable sensor with a three-foot connector.
- The unit must include a minimum of one four-foot patient cable.
- The unit must utilize pulse oximetry sensors that work in bright sunlight.
- The unit must utilize alarms that are user adjustable in the field.
- Unit must be indicated for use on adult, pediatric and neonatal patients.
- Unit must include the ability to display perfusion Index values.

Capnography:

- The unit must be capable of providing continuous EtCO₂ and respiratory rate readings and a capnogram for on-screen display or print-out.

Non-Invasive Blood Pressure:

- Unit must be capable of acquiring a blood pressure measurement on inflation in less than 60 seconds.
- Unit must be capable of synchronizing the oscillation to the R-wave of the ECG.
- Unit must display systolic, diastolic, and mean arterial pressures.
- Unit must be capable of taking automatic, stat, or manual measurements.
- Unit must be indicated for use on adult, pediatric and neonatal patients and include one set of cuffs for each use, including small adult, large adult, and thigh.
- Unit must include an artifact indicator, which is displayed when an excessive artifact is

- detected.
- Unit must display a numeric value for cuff inflation status.

Communications Outputs:

- Unit must have wireless capability, including Bluetooth/WiFi and USB supported cellular devices.

Battery/Charging System:

- Unit must be equipped with one six-hour rechargeable smart battery.
- Unit must be capable of using rechargeable lithium-ion batteries.
- Batteries must be easy to change.
- The unit must offer a battery option with a recharge time of four (4) hours or less with the integral charger.
- The unit must provide a Low Battery indicator, which displays on the monitor screen.
- The unit must provide a Battery Management Charger System capable of charging both sealed lead-acid and lithium-ion batteries.
- The AC charger must use a standard grounded cable to operate the charging system in AC mode.
- When plugged in, the AC charger must recharge a depleted lithium-ion battery, operate the unit without a battery or batteries in the unit and simultaneously recharge the battery and operate the unit.
- The charger system must be capable of charging four (4) batteries simultaneously.
- The charger system must have an auto test feature that automatically tests, charges, and recalibrates batteries whenever a battery is installed in the system.

Addition Equipment:

- 6 - additional sets of blood pressure cuffs for each use, including small adult, large adult, and thigh.
- 4 - sets of cable sleeves.
- 4 - additional six-hour rechargeable smart batteries.
- 4 - Single bay chargers for the specified batteries.
- 2 - cases of 25 Filterline set adult/pediatric or equivalent.
- 2 - cases of 25 Smart CapnoLine Plus O2 Adult (O2 tubing) or equivalent.
- 8 - CPR Multi-function CPR Electrode Pads.
- 12 - Rolls of Paper, Thermal, BPA Free
- 4- Clear Plastic Display Protectors.
- 4- One step systems – spare or equivalent.
- 4- CPR-D Padz and CPR Stat Padz Connector or equivalent.
- 8- Pediatric CPR Electrode Pads.

2. Automatic External Defibrillator

Operating:

- Unit must be capable of operating in temperatures between 0 to 50° C.
- Unit must be capable of operating in humidity between 10 to 95% RH.
- Unit must be vibration tested to meet EN 1789 for ambulances.
- Unit must be drop tested to meet IEC 60068-2-27 and tested at 1 meter

- Battery: Disposable sealed lithium manganese dioxide

Environmental Protection:

- Unit must have a minimum IP55 rating for water and solid foreign objects.

Defibrillator:

- Protocol – Semiautomatic and fully automatic configuration
- Waveform - ZOLL Rectilinear Biphasic or equivalent
- Defibrillator Charge Hold Time: 30 seconds
- Energy Selection: Factory preprogrammed selection (Adult: 120 J, 150 J, 200 J; Child: 50 J, 70 J, 85 J)
- Patient Safety: All patient connections are electrically isolated
- Charge Time: Less than 10 seconds with new battery
- Electrodes: ZOLL CPR Uni-padz or equivalent
- Automatic Self-test Checks: Battery capacity, status, and expiration; electrode connection and expiration; ECG and charge/discharge circuits; microprocessor hardware and software; CPR circuitry and pads sensor; audio circuitry
- Shockable Rhythms: Ventricular fibrillation with average amplitude >100 microvolts and wide complex ventricular tachycardia with rates greater than 150 BPM for adults, 200 BPM for pediatrics
- Display Format: High-resolution LCD with capacitive touch panel
- Data Recording and Storage: User configurable for up to two (2) clinical events for total of 120 minutes

Additional Equipment:

- 2 – Batteries: Disposable sealed lithium manganese dioxide
- 4 – CPR Uni-Padz or equivalent
- 1 – Carrying bag capable of securing the AED and spare pad

3. Rhythm Training Simulator:

- 1 – Symbio Corp. CS1201 Simulator or equivalent with the following features:
 - ECG waveforms – VF, VT-HI, VT-LO, T de P, AFIB, AFLTR, PSVT, S TACH/anterior ST depression, NSR, ASYS, SINUS/AMI, SINUS/AMI/ PVC, SINUS/antero-septal ST elevation, 2nd I /lateral ST elevation, S BRDY/inferior ST elevation, S BRDY/IMI, 1st/RBBB, 2ND II/LBBB/PVC, 2nd II/LBBB,
 - Convert – simulate cardioversion by activating the convert feature.
 - Defib discharge - indicator illuminates for two seconds when the simulator is shocked by a defib set to 50J, or more.
 - Pacer pulse - the paced beat is displayed, and the indicator blinks off when the simulator is paced by an external pacer. Use capture control to vary the pacing capture level.
 - Connectors – V1, V2, V3, V4, V5, V6, RA, LA, LL, RL, and PADS.
 - Battery-powered by four AA alkaline batteries. Low battery indicator illuminates when the battery needs to be replaced. The battery saver feature powers off the simulator automatically when not in use. Battery life is approximately 15 hours.
 - Three-year warranty covers material and workmanship

EXHIBIT B

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

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

4.1.1. Format: All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request.

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

4.1.3. Completion of Forms: All blank spaces in any form document included in the Proposal 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 Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing. Electronically submitted revisions of the proposal should have changes tracked through a word processor and the revised version shall be signed in the manner described in 4.1.4.

4.1.4. Authorization to Submit Proposal: A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document.

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

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

4.1.7. Revisions After Submission: If changes are made by typewriter or indelible ink after printing, the person signing the Proposal must initial any changes or corrections made on the Proposal. If changes are made on an electronically submitted Proposal, then the changes should be visually

highlighted through a word processor and the revised version shall be signed in the manner described in 4.1.4.

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

4.1.9. Multiple Proposals: A Respondent may submit multiple Proposals involving various methods of meeting the goals and objectives outlined in this Request. However, each submitted Proposal shall be separate and complete in every respect and the envelope or cover page shall be conspicuously marked as Proposal No. 1, No. 2, etc.

4.2. Proposal Content and Format:

4.2.1. Respondent's Information: The Proposal must include:

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

4.2.1.2. Contact person name, address, telephone 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 Proposal 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 Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

4.2.3.2. The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

4.2.3.3. If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

4.2.3.4. All prices must be guaranteed for the period of days shown on the first page of this Request.

4.2.4. References: Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

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

4.3. Submitting Proposals:

4.3.1. Proposal Submissions by Mail, Hand-Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivered, or by courier service, the Proposal 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 Proposal opening date and time as specified on Page 1 of the Request. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

4.3.2. Proposal Submissions by E-Mail: If a Proposal will be submitted by electronic mail (e-mail), the Respondent shall send to the contact person listed on Page of the Request the Proposal as a PDF attachment to an e-mail – and the contact person will reply to confirm receipt. If the Respondent submits an e-mail and does not receive a response with one (1) day of the submission, ***it is the Respondent's responsibility*** to call the contact person to confirm receipt or arrange for alternate deliveries.

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

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

5.1. TREATMENT OF PROPOSALS: Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing “proposals and bids for any contract.”

5.2. EVALUATION CRITERIA: The City will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.

5.2.1. Completeness: Degree of completeness of the Proposal.

5.2.2. Compliance with/Deviations from Specifications: Degree of compliance with the Specifications included on Exhibit A. Responses should meet or exceed the requirements as described by this Request. 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.

5.2.3. Price: The City will consider the aggregate price and, if provided, component pricing included in each Proposal.

5.2.4. Product Demonstration: The City will invite some Respondents to conduct a product demonstration. A team of users from the City will watch the demonstrations and provide their evaluation input.

5.2.5. 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 providing the equipment as requested in this Request.

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.

5.3.4.4. The ability of the Respondent to provide future maintenance and service on the equipment if requested.

5.3.4.5. The ability of the Respondent to provide replacement parts for the equipment sought to be purchased by the City.

5.3.4.6. The nature and coverage of the Respondent's guarantees and warranties.

5.3.4.7.

5.3. REFERENCE INVESTIGATIONS: The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Proposal, 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 Request. The City reserves the right to reject any Proposal 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 Request.

5.4. DEFAULT ON OBLIGATIONS TO CITY: No Proposal 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 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 the following:

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:** Terms of payment by the City to the Successful Respondent.
- 8.7.3.4. Specifications:** The Specifications provided for in this Request as 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 to 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. EEO Representations:** Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Proposal.
- 8.7.3.12. Termination of Contract:** Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.

8.7.3.13. 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 initiated 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.

8.7.3.14. Additional Terms: Such other terms, if any, as the City and the Successful Respondent shall agree.

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

Vendor Representations and Additional Duties Form

The Vendor Representations and Additional Duties Form (VRAD) **must be** completed, and can be found here:

https://www.urbanainillinois.us/sites/default/files/attachments/VRAD_Form_1.pdf

Addenda Acknowledgement Form

The Addenda Acknowledgement Form **must be** completed, and can be found here:

https://www.urbanainillinois.us/sites/default/files/attachments/Urbana_Illinois-Acknowledgement_of_Addenda_Form.pdf

Equal Employment Opportunity (E.E.O.) Workforce Statistics Form

The Equal Employment Opportunity (E.E.O.) Workforce Statistics Form **must be** completed, and can be found here:

[eeo-report-form-sep-2015-revision_1.pdf \(urbanainillinois.us\)](#)