



VILLAGE OF CARY

655 Village Hall Drive
Cary, IL 60013

Document Imaging Request for Proposals

Issued: February 22, 2021

Proposal Due Date: March 22, 2021

MAYOR
Mark Kownick

**VILLAGE
ADMINISTRATOR**
Jacob Rife



VILLAGE TRUSTEES
Christine Betz
Dale Collier, Jr
Kimberly Covelli
Jeffery Kraus
Ellen McAlpine
Jennifer Weinhammer

COMMUNITY DEVELOPMENT DEPARTMENT

655 VILLAGE HALL DRIVE, CARY, ILLINOIS 60013

February 22, 2021

REQUEST FOR PROPOSALS

DOCUMENT IMAGING

I. Purpose

The Village of Cary (hereinafter the "Village") is seeking proposals from a qualified vendor (hereinafter "Vendor") to convert existing paper record documents into electronic format compatible with the Village's document management software: SharePoint. Records to be converted include building permit and planning/zoning historical files. Records are stored in individual folders sorted by property address and include multiple permits per folder. Records consist of a combination 4" x 5.5" inspection/occupancy cards, standard size documents, legal sized documents, 11" x 17" documents, and oversized large plans (17" x 22" or greater). In general, non-oversized documents for individual permit records have been bound together. The selected Vendor must have experience with record scanning and converting physical documents into digital form for automatic population into SharePoint.

II. Background

Over the course of the Village of Cary's history, the Village has accumulated a large number of historical documents related to the development of the community. Most of these records need to be retained for extended periods of time to review zoning and/or permit history related to each property within the Village. These documents currently take up significant storage space within Village Hall and in some cases are beginning to deteriorate. To save the records for future reference and to make the records more easily accessible for staff, the Village is seeking to convert these documents into digital form. Additionally, the Village is in the process of constructing a new Village Hall building. Having these documents in electronic format will significantly reduce the amount of paper records housed by the Village, limit the number of files needed to relocate to the new building, and will ensure their long-term viability for future use.

III. Qualifications and Workload

In addition to addressing the requirements outlined in the Scope of Work, proposals should include statements setting forth the Vendor's line of business, organizational structure, summary of past experience, including experience with municipal projects, and specific descriptions of at least three (3) completed projects that are similar in subject, size, and complexity to the scope of services specified herein. These descriptions must include contact information for reputable references that can attest to the Vendor's

representations.

The Vendor should also provide professional resumes, including education, work experience, professional credentials, and employment status (e.g. full-time, part-time, years with the firm, job description) for each individual assigned to the project.

IV. Scope of Work

The scope of work will consist of digitizing predominantly residential building permit files. Records are currently stored within eighty-five (85) file drawers. Each drawer measures approximately 27" in depth and 15" in width. Figure 1 shows an example of three drawers and the storage of records within them. Drawers may contain anywhere from 60 to 120 separate address folders depending on the type of documents associated with each permit. The majority of files in these drawers are related to building permits.

As shown in Figure 2, each residential property address is assigned its own folder which will include any permits which have been issued to the property. In most instances a folder will include documents related to multiple building permits. In some instances, multiple addresses may be included in a single folder if they are located within the same structure such as a townhome. Folders may also include miscellaneous correspondence not associated with a specific permit. A small percentage of files include information on zoning cases.

Figure 3 provides an example of a permit for a specific address. Documents on the left side of the image illustrate the legal and standard size formats of records which are typically stapled together. The permit application includes identifying information on the document such as permit number, permit type, and property address. Large format pages which are in the file are generally marked with the identifying information as illustrated on the right side of Figure 2. Any documents associated with a single permit should be scanned and combined into a single electronic file. The permit application should be the first image while any large format documents can be attached to the end of the file



Figure 1 - Drawer Example Image

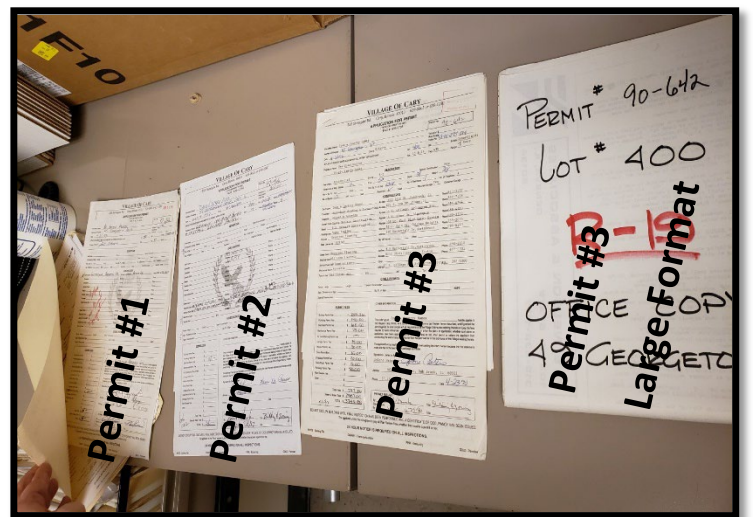


Figure 2 - Address Folder w/ Multiple Permits

created.

Proposals should provide a cost estimate to digitize all records located within the files as a combined not to exceed price. It is the Village's intent to scan these records as a single project. However, due to budgetary considerations, it is possible the entire scope of work may not be performed all at once depending upon total estimated costs to complete entire scope of work. If performed in multiple sub-phases the selected vendor will be retained for scanning purposes as time and budget permits.

Format and Technical Requirements

Documents shall be converted to an electronic PDF format and recorded with two indexes. Building Permits shall be indexed by property address and permit number. Planning and Zoning file documents shall be indexed by property address and case number. Documents shall be named in the following format(s):

- 1) Building Permits:
CDBP-YEAR-PERMIT NUMBER
(i.e. "CDBP-1995-1234")
- 2) Zoning Files:
CDPZ-CASE NUMBER
(i.e. "CDPZ-95-ZPA-01-002")

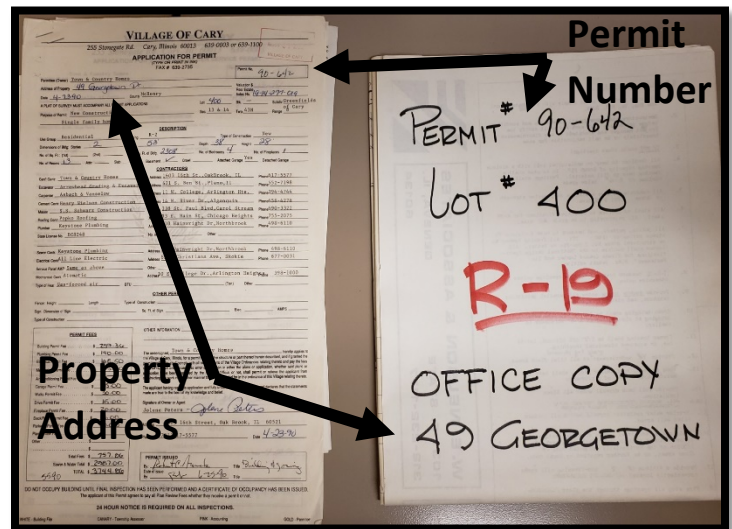


Figure 3 - Permit Example w/ Large Format Documents

All files associated with a specific address shall be placed within the same electronic folder created for the address. The following is an example of two folders and the naming of separate files within the desired structure:

- 49 GEORGETOWN RD
 - 1) CDBP-1990-0642
 - 2) CDBP-2005-0798
 - 3) CDBP-2020-1345
 - 4) CDPZ-95-ZPA-01-002
- 1379 NEW HAVEN DR
 - 1) CDBP-2003-0214
 - 2) CDBP-2013-1456

Scanned documents shall be provided to the Village in published volumes on either a portable hard drive or DVD media device. The published volumes should be able to attach to the Village's SharePoint repository. The attachment process shall place the documents in the appropriate folder within the repository, with the correct document template and required template fields populated for each document. The conversion process should create an associated address folder if a corresponding folder does not currently exist in the Village's record management system. If the Vendor is unable to provide this service by itself, the Vendor shall provide with its proposal a method for how this attachment process shall be accomplished (i.e. through a third-party provider). The costs associated with utilizing a third party shall be included within the Vendor's proposal. Upon delivery the Vendor shall provide the Village with a report which summarizes the documents scanned and shall include at least the data bulleted below. A report shall be provided for each separate deliverable if data is provided to the Village in more than one delivery.

- Total Number of Documents/Permits
- Total Number of Pages Scanned
- Total Number of Oversized Pages Scanned
- Total Number of Non-Oversized Pages Scanned

- Average Number of Pages per Document

The Village will provide the Vendor with our folder structure within the SharePoint repository, the SharePoint templates and required fields to populate within those templates.

V. Licenses

Each party submitting a proposal shall possess all necessary federal, state, and local licenses as are required by law, and shall furnish satisfactory proof to the Village upon request that the licenses are in effect during the entire period of the contract.

VI. Project Schedule

The proposal shall provide an anticipated timeline for completion of the entire scope of work. It is the Village's intention to complete the entire scope of work as a single project by September 2021. However, due to budgetary considerations the entire scope of work may be broken into sub-phases to allow for digitizing of records over multiple fiscal years. Therefore, the selected Vendor will be retained by the Village in order to complete the associated scanning services related to the scope of work on an as needed basis. If the project will require multiple sub-phases to complete, the Village reserves the right to rebid the scope of work at any point due to an increase in Vendor pricing, an inability of Vendor to provide requested services, or any other reason which may dictate rebidding. If scope of work is rebid, the selected Vendor shall be paid for any services rendered until that point.

VII. Access to Data

It is anticipated that documents identified within the scope of work will be removed from Village property for digitizing services. From time-to-time the Village may need to access certain records, for research purposes or responding to Freedom of Information Act Requests, which would then be in the Vendor's possession. As part of a proposal the Vendor shall provide the Village with a procedure for a means of access to the records on an as needed basis. The procedure shall include the recommended request format, anticipated response time, and document delivery method.

VIII. Record Destruction

The Vendor shall include in its proposal an estimate for costs to destroy records provided by the Village. The Vendor shall not destroy any records until the electronic version of the record has been delivered to the Village and populated successfully into the Village's record management system. Only upon written notice from the Village may the Vendor then destroy any records provided.

IX. Proposal Requirements

All proposals must be received at the address below no later than **2:00 PM CST on Monday, March 22, 2021.**

Village of Cary
Community Development Department
Attention: Mr. Brian Simmons, Community Development Director
655 Village Hall Drive
Cary, IL 60013

Late proposals will not be accepted. Proposals should be hand delivered or mailed. Emailed or faxed proposals will not be accepted. Vendors are to submit all materials together in a sealed packet and clearly

mark on the outside of the package "Document Imaging Proposal." Vendors must submit three (3) copies of the proposal.

The following information must be addressed in the proposal:

1. Brief description of the firm
2. An executive summary detailing your firm's understanding of the project and the firm's interest in the project.
3. Requirements specified in the scope of work.
4. Detailed Cost Proposal including pickup/delivery expenses, document destruction, and a total not to exceed price.
5. Qualifications and Workload (section III)
6. Necessary Licenses (section V)
7. Access to Data Plan (section VII)
8. References - names and phone numbers of references for at least three similar projects
9. Bidders Qualifications

Proposals must be signed by an authorized official of the Vendor, along with the name of the official and his/her title typed below the signature. The submission of the Proposal grants permission to the Village to make inquiries concerning the Vendor, its principals, officers, and directors to any persons or firms the Village deems appropriate. The Village reserves the right to review the proposals based on the Applicant's ability, experience, thoroughness of information provided, and cost. The proposals will not be evaluated solely on cost or scope of services proposed.

X. Instructions to Bidders

Vendors shall comply with the Instruction to Bidders, attached hereto and incorporated herein as Attachment (C). Vendor is expected to fully inform itself as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting a bid is an assumption that the vendor is familiar with all conditions and intends to comply with them unless otherwise noted.

XI. Inquiries

Any inquiries regarding this Request for Proposal should be directed to Brian Simmons, AICP, Director of Community Development. Mr. Simmons may be contacted by telephone at 847.474.8073 or via email at bsimmons@caryillinois.com (email preferred). Viewing of documents for the scanning project will be offered by appointment only but are encouraged. Appointments can be made for regular Village office hours on weekdays between 8:30 AM and 5:00 PM.

XII. Formation of Contract

Upon notification of acceptance of a proposal by the Village, a contract will be formed between the parties based solely on a proposal and the Request for Proposal. The Village will not execute any other form of contract provided by the Vendor unless submitted as an integral part of the proposal.

ATTACHMENT A - BIDSHEET

Please include a detailed breakdown of the proposed bid amount, including all major steps as deemed appropriate by Vendor. At a minimum, the following cost breakdown must be provided.

A. Building Residential Permit Records

	Quantity	Cost Per Item	Total Amount
Total Number of File Drawers	85		
Document Pickup/Delivery			
Document Destruction			
Other Miscellaneous Costs			
Building Permit Total Cost:			

B. Bid Sheet Terms and Conditions

By submitting a proposal in response to the RFP, the Vendor agrees to the following:

- 1) Vendor agrees to and accepts all terms listed in the RFP and guarantees that Vendor is capable of providing services as described and in concurrence with the conditions listed in the RFP.
- 2) Vendor agrees to and accepts that the selection of a proposed bid by the Village is not a guarantee of contract for the amount proposed in Vendor bid, nor is selection a guarantee of any contract. Final contract is a condition on agreement of final scope of work and final negotiated fee amount.
- 3) Vendor guarantees that all work provided in proposal is original and does not infringe in any way
- 4) upon the rights of others and that Vendor can perform all obligations in compliance with all federal, state, and local laws, rules, and regulations.
- 5) Each phase in the Scope of Work is separate and may or may not be implemented by the Village.
- 6) By submitting a proposal the Vendor relinquishes all rights to submitted proposals or the ideas contained therein and the Village reserves the right to retain all submitted proposals and to use any ideas and any proposal submitted, regardless of whether or not the proposal is selected. All materials submitted in response to the RFP shall become property of the Village and will not be returned.

Vendor: _____

Name and Title: _____

Signature: _____ Date: _____

ATTACHMENT B - BID CERTIFICATION FORM
NOTE: THIS FORM MUST BE NOTARIZED

I/We hereby certify that _____ is not barred from bidding on this
(name of bidder)
contract as the result of a violation of either Article 33E-3 or Article 33E-4 of State Statute 720 ILCS 5/33.

Signed: _____ Date: _____

Name: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____ 2021

Notary Public

PUBLIC ACT 85-1295
720ILCS 5/33

Section 5/33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the *bid* which would otherwise *not* be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Section 5/33E-4 Bid Rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for purposes of this Section, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

ATTACHMENT C - INSTRUCTIONS TO BIDDERS

The general rules and conditions that follow apply to all bids requested and accepted by the Village of Cary unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting a bid is an assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. FORMS

Bid forms are furnished by the Village. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the appropriate Village representative prior to the bid opening date and time to be considered.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the Village, or by marking the envelope "SEALED BID" and with the following information: company's name, address, item bid, date and time of opening.

2. ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the services that the Village feels is necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates or changes.

Bidders desiring to bid on services which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, alternate bids must be clearly indicated as such, and deviations from the applicable specifications should be plainly noted. The bid must be accompanied by complete specifications for the services offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specifications section of the Bid Document. Vendors wishing to submit a secondary bid must submit it as an alternate bid. There is to be only one bid per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Department Director or his/her designee, whose duty it is to open the bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village or its representatives for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

4. LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the method used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

5. BIDS BY FAX

Bids must be submitted on the original forms provided by the Village completely intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.

6. ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

7. WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Director of the requesting Department prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

8. CONSIDERATION OF BID

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract document.

9. PRICES

Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state or federal taxes. The Village is exempt, by law, from paying state and village retailer's occupation tax, service occupation tax, and federal excise tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price but may be used in an overall evaluation.

10. AWARD OR REJECTION

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the equipment or supplies to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder. Any exceptions not taken by the bidder shall be assumed by the Village to be included.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

11. PAYMENT

Payment will be made within thirty (30) days after acceptance of the services rendered and bidder's compliance with all stipulations relating to the bid/contract.

12. REQUIREMENT OF BIDDER

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; b) carry insurance acceptable to the Village, covering public liability, property damage and workers compensation.

13. COMPLIANCE WITH ALL LAWS

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

14. CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village President, Village Manager, or their authorized representative.

15. NOTICES

All notices required by the contract shall be given in writing.

16. NONASSIGNABILITY

The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village. Such assignment shall not relieve the contractor from his obligations or change the terms of the contract.

17. INDEMNITY

The contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the

operations of the contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, 44 ILL. Adm. Code 750 Appendix A, which is found at the end of this Exhibit, is incorporated by reference into every bid specification and contract. Every contractor and subcontractor shall comply with the provisions of the Equal Employment Opportunity Clause.

19. REQUIRED INSURANCE

In submission of a bid, the bidder is certifying that he has all insurance coverages required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverages:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Ins.	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employers Liability	\$1,000,000 per accident	

The bidder is to grant the Village an "additional insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be cancelled unless the Village is provided a thirty (30) day written notice. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

20. BID PERFORMANCE DEPOSIT

When it is required, it will be so stated elsewhere within this bid package along with the amount required. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the services have been rendered or completed/installed and found to be in compliance with the specification or until surety bonding

requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

21. ACCEPTANCE

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instructions to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village of Cary and the successful bidder.

22. DEFAULT

The Village may terminate a contract by written notice of default to the contractor if the contractor:

- a. Fails to make delivery or perform the services within the time frame specified in the specifications, or
- b. Fails to make progress so as to endanger performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure services similar to those so terminated, and the contractor shall be liable to the Village for any excess costs for similar services, unless the contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

23. SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirements shall take precedence.

24. PERMITS AND LICENSES

The successful bidder shall obtain, at his own expense, all permits and licenses that may be required to complete the contract (where applicable).

25. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the product/ improvement embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those contract documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Cary, the contractor will, upon notice from said Village (which notice may be given by letter to said contractor to the business address of the contractor shown in the proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the

failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Cary for all damages and expenses occasioned by such failure, refusal or delay.

26. PREVAILING WAGES

All laborers and mechanics employed by contractors and subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133Z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

27. BIDDERS QUALIFICATIONS

All bidders must submit the following information on or before the time at which the bid is required to be submitted:

- a. The location of the bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the bidder.
- d. A list of projects the bidder presently has under contract.
- e. Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

28. BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included in Bid Documents) certifying that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid-rigging.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid-rigging and/or bid rotating. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and/or 33E-4, prohibiting bid-rigging and bid rotation. It is necessary that this be done under oath. Therefore, the form included with the bid submittal sheets must be notarized.

29. DEVIATIONS

Unless denoted "No Substitution", the Village's minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

ATTACHMENT D - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

