

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
THURSDAY SEPTEMBER 27, 2012

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
ADVERTISEMENT FOR BIDS

MULTI-PURPOSE PAPER

The Village of Orland Park, Illinois will receive sealed bids until 11:00 A.M. on the 11th day of October, 2012, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for **Multi-purpose Paper**. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 14700 Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website, www.orland-park.il.us.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in bidding and to disregard all non-conforming or conditional bids.

The successful bidder shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID

Multi-purpose Paper

ISSUED

Thursday, September 27, 2012

BID OPENING

Thursday, October 11, 2012
11:00 AM

**VILLAGE OF ORLAND PARK, ILLINOIS
MULTI-PURPOSE PAPER
INVITATION TO BID**

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I. INSTRUCTIONS TO BIDDERS

OVERVIEW

The Village of Orland Park requests Per Unit Bids for Multi-purpose Paper (“the Project”) to be used in all copiers, printers and fax machines within the Village of Orland Park, Illinois (“Village”). See the Bid Specifications prepared by the Village of Orland Park, Finance Department, for details on the Project (“Specifications”).

In order to be responsive, **SEALED BIDS must be** signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, not later than 11:00 a.m., local prevailing time on Thursday, October 11, 2012. All sealed bids must be submitted to the Village Clerk, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project which described in detail consists of the following:

**MULTI-PURPOSE PAPER
(As listed on Product List -Specifications sheet in Section II.)**

Oral, telephonic, telegraphic facsimile or electronically transmitted bids shall not be considered.

No oral comments will be made to any Bidder as to the meaning of the Specifications or other contract documents. Requests for comments shall be made in writing. Contact Denise Domalewski by fax at (708) 403-9212, if you have any technical questions on this project. **Inquiries received in writing within seven (7) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public.** Bidders will not be relieved of obligations due to failure to examine or receive documents, or become familiar with conditions or facts of which the Bidder should have been aware 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 bidder 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 Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than four (4) calendar days before bids are opened to those persons who have received bid packages and provided sufficient contact information. In the event of 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.

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The bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a bidder 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 in its best interest.

Any references in the Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

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BID SPECIFICATIONS FOR:

Multi-purpose Paper per unit price bid

SCOPE OF WORK:

Purchase and delivery of white and colored paper of various sizes and weights for use in printers, copiers and fax machines within the Village of Orland Park complex as outlined on the Product List – Specification sheet (Section II).

SPECIAL CONDITIONS:

The selected Vendor must be able to **completely deliver and set on our shelves** any of the products listed on the *Product List – Specifications & Detailed Price Sheet* within 24 hours and must deliver these products to various facilities/departments for the Village of Orland Park, IL. The quantity to be delivered will vary throughout the year.

TECHNICAL SPECIFICATIONS:

The paper shall run consistently in all equipment, regardless of make, model or speed. Specifically, the ability to run in constant, high-volume, double-sided applications without jamming or excessive curling is required. All paper must be equal in quality to the specifications stated. Any deviations from the specifications shall be identified on the returned *Product List – Specifications & Detailed Price Sheet*. All paper must be eucalyptus free. White 20# copier paper shall be 99.99% jam-free guaranteed with a minimum of 92 brightness. Backup stock (i.e. an alternate brand of equivalent or better quality) must be readily available at the same pricing should the contracted paper cause our equipment to malfunction.

Bid Submission:

Please provide a complete Multi-purpose paper per unit price bid submitted on the Product List -Specifications & Detailed Price Sheet in Section II; the forms must be fully completed; and catalog specification sheets must be included for all equal or better products/supplies being bid. You must provide per unit price bids for every item (or an alternate item) listed on the detailed price sheet in order to be considered responsive.

If you have any questions/comments about any of the specifications, please submit your questions to us, so that we may clarify for all interested parties.

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GENERAL PROVISIONS

Contract – The successful bidder will be required to enter into a standard form contract, (example, subject to modifications by the Village, attached in Section III) with the Village of Orland Park within ten (10) days of notice of bid award (hereinafter referred to as the “Contract”).

The term of this contract shall be for one year beginning **January 1, 2013**, but shall be automatically renewed on its annual anniversary date for each of two (2) successive years unless the Village notifies the Contractor in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

In the event that there is an increase in the cost from the manufacturer on any products covered under this contract, the contractor must notify the Village no later than ninety (90) days prior to each annual anniversary date of the contract term. The increases must be the actual dollar amount (a direct pass-through) of the increase from the manufacturer and the contractor must provide supporting documentation to show the manufacturer’s cost at the time of the bid and the current manufacturer’s cost to justify any increase in the price being charged to the Village. All price increases must be mutually agreed upon and finalized no later than sixty (60) days prior to the annual anniversary date of the contract or the Village may terminate the contract and go out to bid for new prices.

Period of Performance - Actual work cannot begin until the Village issues a written Notice to Proceed to the Contractor. In order to receive said Notice, the Contractor shall submit to the Village for its approval all the necessary contracts and proof of insurance. Village approval of the contracts, and insurance, shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award.

Payments – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor’s Dated Invoice for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Current invoice amount

Assignment – Successful bidder shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws – The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in

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any manner affect the preparation of bids or the performance of the Contract.

Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Contractor shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor is required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued.

By submitting a bid, bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents.

Indemnification - The selected contractor shall indemnify and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of , or in performance of any of the provisions of the Contract Documents, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all

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expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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BID SUBMISSION REQUIREMENTS

Bidder must submit two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. Both copies shall have original signatures.

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in the Specifications and shall note in its bid the adjustments made to accommodate such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this Invitation to Bid and Specifications, (Project manual) all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Bidder Summary Sheet – Section II includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

Product List – Specifications & Detailed Price Sheet –Bidders must fill out the form completely and submit it with the bid. If you are not able to provide the exact product described, you must propose alternate items that are of equal or better quality than the ones listed. **Please include a catalog specification sheet for each item that you are bidding on that is an alternate item where the dimensions or quantities are different than described.**

Bid Deposit – No bid deposit is required to be submitted with this bid.

References – Bidders shall provide the Village with the names and contact information of three (3) references for which they have performed similar work. The bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from bidder's references to further evaluate the bidders.

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Insurance – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker’s Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village’s Insurance Requirements attached in Section II. Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as “coverage(s)”) that will be required to be in place before the commencement of any work by the successful bidder. By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverages in place, that the bidder has checked with their insurance carrier and verified that the coverages requested will be able to be obtained by the bidder within ten (10) days after the date of the Notice of Award of the Contract. The bidder has the sole responsibility of verifying that the coverages will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage’s. The bidder also represents that they have taken the insurance requirements into account and at the bidders’ sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein.

Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverages the bidder currently has in force.

Upon award of the contract, any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also be specifically endorsed to contain a “Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s”. The certificate of insurance shall also state this information on its face.

Payment and Performance Bonds – No payment or performance bonds are required to be submitted by the successful bidder in relation to this project.

Bid Price - The submitted bid price shall include all delivery costs, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this bid packet. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

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EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids.

The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in conformity with the Contract documents, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Contract shall be awarded to the lowest responsive, responsible bidder, whose products are deemed to meet the standard of quality of the products that the Village desires. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, quality of products meets our standards, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the bidders.

Award of the contract is subject to Village of Orland Park Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see Section III Exhibit A – Local Vendor Purchasing Policy) when awarding the contract.

The Village may also conduct a pre-award facility survey of the bidder. This survey may include, but is not limited to, acquiring samples of the products from the bidder that the bidder proposes to furnish so we can assess the level of quality, thereby, determining if the product meets our desired standards of quality; determining if the bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

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BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit all of the following items:

- Sealed Bid Envelope - **Addressed to the Village of Orland Park, Attn: Village of Orland Park Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: ***Multi-purpose Paper Unit Price Bid***, in the lower left hand corner.
- Bid - Bidder must submit **two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. Both copies shall have original signatures.
- All forms completed from Section II:
 - Bidder Summary Sheet
 - Product List- Specifications & Detailed Price Sheet (**All items must be bid)
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Tax Certification
 - References
 - Insurance Requirements
- A catalog specification sheet for any alternate item bid.

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

Multi-purpose Paper Unit Price
(Project Name)

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

**PRODUCT LIST - SPECIFICATIONS
COPIER PAPER**

| | | | | | | | Pricing Options for Paper (Cost per) | | | | | |
|--------------|------------|----------|--------|------------------------|------------|-----------------------|--------------------------------------|------|----------|---------------------------|------|----------|
| | | | | | | | Virgin | | | 30% Post Consumer Content | | |
| Item # | Paper Size | Color | Weight | Estimated Annual Usage | Packaging | Brightness (min = 92) | Brand | Cost | per unit | Brand | Cost | per unit |
| WHITE | | | | | | | | | | | | |
| | 8.5 x 11 | White | 20# | 400 cases | 5,000/case | | | \$ | cs | | \$ | cs |
| | 8.5 x 14 | White | 20# | 10 cases | 5,000/case | | | \$ | cs | | \$ | cs |
| | 11 x 17 | White | 20# | 5 cases | 2,500/case | | | \$ | cs | | \$ | cs |
| COLOR | | | | | | | | | | | | |
| | 8.5 x 11 | Assorted | 20# | 125 reams | 500/ream | | | \$ | rm | | \$ | rm |
| | 8.5 x 11 | Assorted | 24# | 40 reams | 500/ream | | | \$ | rm | | \$ | rm |
| | | | | | | | | | | | | |
| | 8.5 x 11 | Assorted | 60# | 10 packs | 250/pk | | | | | | | |
| | 8.5 x 11 | Assorted | 65# | 12 packs | 250/pk | | | \$ | pk | | \$ | pk |
| | 8.5 x 11 | Assorted | 67# | 12 packs | 250/pk | | | \$ | pk | | \$ | pk |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Company Name: _____

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

_____ Corporation: State of incorporation: _____
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify
and say that I am _____
(insert "sole owner," "partner," "president," or other proper title)

of _____, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, _____, having submitted a bid for _____
(Name of Contractor)
for _____ (General Description of Work Bid on)
to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) 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.

C. 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, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. 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 Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, 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 Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract”, however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

TAX CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a bid to the Village of Orland Park for

_____ and I hereby certify
(Name of Project)

that _____ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public

REFERENCES

(Please type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Bidder's Name: _____

Signature: _____

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS _____ DAY OF _____, 20__

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – ADDITIONAL INFORMATION / EXHIBITS

EXHIBIT A

VILLAGE OF ORLAND PARK LOCAL VENDOR PURCHASING POLICY

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

| <u>Contract Value</u> | <u>Range (up to a maximum of)</u> |
|--------------------------|-----------------------------------|
| \$0 - \$250,000 | 2.00% |
| \$250,000 - 1,000,000 | 1.50% |
| \$1,000,000 - 2,000,000 | 1.00% |
| Greater than \$2,000,000 | Not Applicable |

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Orland Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

EXHIBIT B
SAMPLE CONTRACT
VILLAGE OF ORLAND PARK
(Contract for Purchase of Goods)

This Contract is made this ____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____ (hereinafter referred to as the “VENDOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the “PARTIES,”) the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and Conditions pertaining to the Contract
- The Invitation to Bid
- The Instructions to the Bidders
- The Bid Proposal as it is responsive to the VILLAGE’s bid requirements
- Certification of Eligibility to Enter into Public Contracts
- All Certifications required by the VILLAGE
- Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY: The VILLAGE agrees to purchase from the VENDOR the following:

| Description | Unit Price | Quantity | Total Cost |
|-------------|------------|----------|------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(hereinafter referred to as the “GOODS”) as further described in the VILLAGE’S bid requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the

provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following:

TOTAL COST: _____ and No/100 (\$ _____) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: The VENDOR shall deliver the GOODS within _____ (days/weeks/months) of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by

any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 5) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

| | |
|--|----------------|
| To the VILLAGE: | To the VENDOR: |
| Denise Domalewski | |
| Contract Administrator | |
| Village of Orland Park | |
| 14700 South Ravinia Avenue | |
| Orland Park, Illinois 60462 | |
| Telephone: 708-403-6173 | Telephone: |
| Facsimile: 708-403-9212 | Facsimile: |
| e-mail: ddomalewski@orland-park.il.us | e-mail: |

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

FOR: THE VENDOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: Village Manager

Its: _____

Date: _____

Date: _____

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all

requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.