

LEGAL NOTICE - MUST RUN IN
DAILY SOUTHTOWN
Wednesday, February 10, 2016

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
INVITATION TO BID #16-008

One (1) Compact Sport Utility Vehicle

The Village of Orland Park is soliciting bids for a 2016 or current model year SUV. Bids are due not later than **11:00 A.M. local time on Wednesday, February 24, 2016** at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, at which time all bids received will be publicly opened and read aloud at Village Hall.

The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No bid shall be withdrawn after the opening of the bids without the consent of the Village for a period of sixty (60) days after the scheduled time of bid opening.

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 proposing and to disregard all non-conforming, conditional or counter bids.

Bidders must comply with all provisions of State of Illinois and federal laws concerning public works projects including but not limited to 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: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID #16-008

One (1) Compact Sport Utility Vehicle

ISSUED

February 10, 2016

BID OPENING

**February 24, 2016
11:00 A.M.**

SUBMIT SEALED BIDS TO:

**OFFICE OF THE VILLAGE CLERK
14700 SOUTH RAVINIA AVENUE
ORLAND PARK, ILLINOIS 60462**

**VILLAGE OF ORLAND PARK, ILLINOIS
BID #16-008**

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VILLAGE OF ORLAND PARK, ILLINOIS
BID #16-008

SECTION I – INSTRUCTIONS TO BIDDERS

SUMMARY

The Village of Orland Park (the “Village”) invites bids for one (1) 2016 or current model year compact Sport Utility Vehicle (the “SUV”).

BID SPECIFICATIONS

The successful Bidder shall deliver a SUV that meets or exceeds the Technical Specifications outlined in the Technical Specifications Compliance document in **Section II, Required Bid Submission Documents**. The Vehicle shall be new, unused, and of a current production model as described in the Technical Specifications. The Technical Specifications shall be construed as “minimum.” All integral parts and hardware not specifically mentioned in the Technical Specifications that are necessary to provide a complete working unit shall be furnished.

Bidders must indicate any exceptions, deviations or variances to the Technical Specifications. Failure to properly indicate exceptions to the Technical Specifications may result in disqualification of the bid.

ADDITIONAL REQUIREMENTS

All standard equipment provided by the manufacturer shall be supplied on each vehicle. No deletions will be allowed. All standard and optional equipment shall be factory installed. No aftermarket equipment will be accepted in place of factory supplied equipment. No dealer applied advertising i.e., decals, lettering or license plate frames will be allowed on the vehicle. The invoice and factory window stickers shall be provided to the Village at the time of delivery.

CONTACT PERSON

Tom Morgan
Vehicles & Equipment Division Operations Manager
E-mail: publicworks@orlandpark.org

QUESTIONS AND ADDENDA

Bidders may, in writing, ask questions or request clarification about this Invitation to Bid (the “ITB”). The question deadline for this ITB is at noon on Wednesday, February 17, 2016. **Only written inquiries directed to the contact person listed and received by the question deadline will be given consideration.**

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No oral comments will be made to any Bidder as to the meaning of the Technical Specifications or other bid documents.

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at www.orlandpark.org/bids.aspx. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website 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 this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

BID SUBMISSION REQUIREMENTS

SEALED BIDS REQUIRED

Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered. 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 February 24, 2016.** All sealed bids must be submitted to the Village Clerk's Office, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission deadline.

COPIES

Bidders must submit **two (2) complete, sealed, signed and attested hardcopies of the bid.** One (1) hardcopy shall be an ***original unbound*** version and one (1) hardcopy shall be an ***original bound*** version. Both hardcopies must contain original signatures. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in both copies in order to be considered responsive.

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REQUIRED FORMS

Bidders shall provide all the information requested in *Section II* of this ITB.

Bidder Summary Sheet – *Section II* includes the Bidder Summary Sheet which must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Vehicle. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Technical Specifications Compliance – *Section II* includes the Technical Specifications Compliance document which must be completed, signed and submitted with the bid.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the bid.

References – *Section II* includes the References form that must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility.

WITHDRAWAL OF BIDS

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 at minimum sixty (60) calendar days after the Village opens them.

OTHER

Each Bidder is responsible for reading this ITB and determining that the Technical Specifications describe the Project in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies. After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project 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 ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

**VILLAGE OF ORLAND PARK, ILLINOIS
BID #16-008**

GENERAL TERMS AND CONDITIONS

Assignment – The successful Bidder shall not assign the work of this Contract without the prior written approval of the Village.

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

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 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. Bidders 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. Bidders are also 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. Bidders are 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.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these ITBs, where applicable, a Bidder must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – The official Village purchase order, ITB documents and warranties (collectively the "Contract") shall serve as the Contract between the successful bidder and the Village. The Contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Equals - Any references in the Technical 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 will be considered, provided each bidder clearly states on the face of their bid exactly what is

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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.

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the Bidder if awarded the Contract and shall be delivered to the Village before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The Bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

Vehicles and equipment shall be new or current production, and be properly serviced for immediate operation. By submitting a bid, Bidder expressly warrants that the Vehicle, materials and equipment furnished under the Contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village or the length of time guaranteed under the warranty provided by the Bidder, whichever is greater. Where there are deficiencies, Bidder agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village.

Indemnification - The successful Bidder shall indemnify, defend and hold harmless the 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 Bidder, 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 Bidder, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, 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 Bidder 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 Bidder 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 Bidder shall promptly reimburse the Village or other indemnified party,

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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.

Inspections – Upon delivery and prior to acceptance, the Village will inspect the Vehicle for compliance to the Technical Specifications. The Vehicle will also be inspected for proper workmanship, including, but not limited to: painting, welding, wiring, and general fit and finish.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Bidder's dated invoice. For payment, e-mail invoices to AccountsPayable@orlandpark.org and include the following information:

- Successful Bidder's Name and address
- The Village's Purchase Order number
- Dollar amount being Requested
- Date(s) of transaction
- Current invoice amount

Sales Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may email purchasing@orlandpark.org for a copy of this form.

Time is of the Essence – Time is of the essence for this Contract. The delivery date is an essential element of the bid and Bidders shall state the best possible delivery timeframe, as this will be a consideration in making the bid award.

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EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, vehicle delivery timeframe, financial responsibility of the bidder, responsiveness to the specifications, and the experience of the Village and other purchasers with the Bidders.

If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.

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 ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Village's Board of Trustees.

The Village may elect to enforce its Local Vendor Purchasing Policy. The Village may also conduct a pre-award facility survey. This survey may include, but is not limited to, 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 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.

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BID #16-008**

LOCAL VENDOR PURCHASING POLICY

The Village believes it is important to provide local vendors with opportunities to provide goods and services to 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 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	\$20,000

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 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.

**VILLAGE OF ORLAND PARK, ILLINOIS
BID #16-008**

BID SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items:

1. **Two (2) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit two (2) complete, sealed, signed and attested hardcopies of the bid.

Submit your bids in one (1) envelope labeled Bid # 16-008 – One (1) Compact Sport Utility Vehicle in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

2. **Signed and completed forms from *Section II*:**
 - a. Bidder Summary Sheet
 - b. Technical Specifications Compliance
 - c. Affidavit of Compliance (notarization required)
 - d. References (3 total)
3. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

Bid #16-008 – One (1) Compact Sport Utility Vehicle

Project Name

Business Name: _____

Contact Person Name and Title: _____

Address (Street, City, State, Zip Code): _____

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

E-mail Address: _____

PRICE PROPOSAL

GRAND TOTAL PURCHASE PRICE:	\$ _____
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<u>LEASE OPTION</u>	
Bidders are not required to submit bids for the lease option, and therefore this section may be left blank. Bidders should base bids on an estimated lease period of sixty (60) months)	
ANNUAL MILEAGE ALLOWANCE:	_____ miles
EXCESS MILEAGE RATE:	\$ _____ per mile
TOTAL POST-LEASE PURCHASE PRICE:	\$ _____
LEASE PRICE:	\$ _____ per month

DELIVERY INFORMATION

Bidder shall deliver Vehicle within _____ calendar days of bid award.
(insert number of days here)

ADDITIONAL INFORMATION

YEAR _____

MAKE _____

MODEL _____

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

TECHNICAL SPECIFICATIONS COMPLIANCE
Bid #16-008

Bidders must complete this Technical Specifications Compliance document, list any exceptions, deviations or variances to the Technical Specifications, and explain the reason for each exception taken. Bidders may indicate compliance or exceptions by placing a checkmark in the appropriate column. Failure to properly indicate exceptions to the Technical Specifications may result in the disqualification of the bid.

TECHNICAL SPECIFICATIONS
One (1) Compact Sport Utility Vehicle

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Air Conditioning	Manual	_____	_____
Brakes	Power front disc	_____	_____
Braking System	F & R Anti-Lock	_____	_____
Bumper	Front and rear color Keyed	_____	_____
Console	First row center console With arm rest	_____	_____
Defroster	Electric rear window	_____	_____
Delivery	Delivered to the Village of Orland Park Public Works Facility 15655 Ravinia Avenue Orland Park, IL 60462 During Normal business hours.	_____	_____
Door Locks	Power	_____	_____
Drivetrain	2WD (U0G)	_____	_____
Engine	2.5L Duratech I-4	_____	_____
Entry System	Keyless remote control	_____	_____
Floor Covering	Carpet	_____	_____

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Floor Mats	Set of 4 all-weather rubber mats	_____	_____
License plate Bracket-Front Bumper	Installed prior to deliver to the Village	_____	_____
Lights	Cargo compartment and reading lights	_____	_____
Locks	Power	_____	_____
Mirrors-Exterior	Power w/spot mirror	_____	_____
Paint-Exterior	Oxford White	_____	_____
Radio	AM/FM/CD with MP3	_____	_____
Restraint System	Dual front, front and rear head curtain and side impact air bags	_____	_____
Seats	Cloth front buckets. Split fold rear	_____	_____
Seat Trim	Heavy-duty cloth, Color-Charcoal black	_____	_____
Speed Control	Standard, factory installed	_____	_____
Stability Control	AdvanceTrac with Roll Stability Control	_____	_____
Stabilizer Bars	Front and rear	_____	_____
Steering	Electric power assisted steering	_____	_____
Steering Wheel	Tilt & Telescoping	_____	_____
Tire, Spare	Limited use spare	_____	_____
Tires	P235/55R17 BSW	_____	_____

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Tire Pressure Monitor	Standard	_____	_____
Traction Control	Standard	_____	_____
Transmission	6 speed automatic	_____	_____
Wipers	Intermittent, front and rear with washers	_____	_____
Wheels	17" Steel wheels and Cover	_____	_____
Windows	Power	_____	_____
Rearview Camera	Factory equipped	_____	_____
Reverse sensing system	Option 60S	_____	_____
Keys	Three (3) OE keys w/remote ready for use at time of delivery	_____	_____
Undercoating	Underside of the vehicle only. All steel brake and fuel lines shall be undercoated. Holes drilled into the vehicle for undercoat application is unacceptable	_____	_____
License and Title	Bidder shall apply for the title and municipal license plates and shall include the following owner information: Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	_____	_____
Temporary Plate	The vehicle shall be delivered with an Illinois temporary license tag.	_____	_____

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
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Warning Light	One (1) New/unused shipped loose uninstalled Sound-Off Signal brand model # Permanent Mount #EL2MBPØAA _____		
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AUTHORIZATION & SIGNATURE

I have read the Technical Specifications for Bid #16-008 and indicated any exceptions to the Technical Specifications as instructed hereto.

Business Name: _____

Name of Authorized Signee: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

AFFIDAVIT OF COMPLIANCE
#16-008

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned _____, as _____,
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Bidder is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is *(check one)*:

- ___ Sole Proprietor
- ___ Independent Contractor *(Individual)*
- ___ Partnership
- ___ LLC
- ___ Corporation _____ *(State of Incorporation)* _____ *(Date of Incorporation)*

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Bidder is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Bidder shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Bidder 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 Bidder 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. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers. In the event of the Bidder'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 the Bidder 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.

5) TAX COMPLIANT: Yes [] No []

Bidder 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.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

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

Notary Public Signature

NOTARY SEAL

REFERENCES
Bid #16-008

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: _____
(Enter Name of Business Organization)

- 1. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____

- 2. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____

- 3. ORGANIZATION _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____
YEAR OF PROJECT _____