



*****NOTICE*****

**THIS PACKET IS NOT AN OFFICIAL RFP DOCUMENT.
THIS DOCUMENT IS PROVIDED ONLY FOR PUBLIC
REVIEW.**

Official RFP documents are available at the office of the County Administrator, 1320 Union Street, Morris Il, 60450, or by emailing ggray@grundyco.org with "SA scanning" in the subject line. Documents are available for inspection online at www.grundyco.org/bids-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

REQUEST FOR PROPOSALS (RFP)
DIGITIZING RECORDS STATE'S ATTORNEY OFFICE
COUNTY OF GRUNDY

Sealed proposals will be received for the digitizing and management of records in the Office of the State's Attorney. Sealed envelope must be clearly marked on the exterior "SA Digitizing RFP" and contain an original signature of the entire proposal packet and three copies labeled "Copy". Sealed proposals will be accepted until 10:00 am, Tuesday, November 24th, 2020 at the office of the County Administrator, 1320 Union Street, Morris, Illinois, 60450. At that time sealed proposals will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

The County of Grundy is seeking proposals for the digitizing and management of certain records in the Office of the State's Attorney. The scope of work includes scanning and document management system for approximately 193 banker's boxes of paper records and subsequent destruction.

RFP submittal documents are available at the office of the County Administrator, 1320 Union Street, Morris Il, 60450, or by emailing ggray@grundyco.org with "SA scanning" in the subject line. RFP documents are available for inspection online at www.grundyco.org/bids-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

Proposals may not be withdrawn or revoked for a period of 60 days after submission deadline. The County of Grundy reserves the right to reject any and all proposals and to waive technical errors or informalities in the proposals.

Chris Balkema
County Board Chair

County of Grundy

RFP Specifications Digitizing Records Office of State's Attorney

The County of Grundy [County] is seeking a vendor to digitize approximately 193 banker's boxes of documents. Paper documents will be no greater than 8.5" x 13" (Legal) in size. Some documents may be double sided, and some documents may contain photos. Scanned documents should be searchable by character string (OCR) and indexed by year and case number. End product will permit unlimited search criteria, access control to documents by user, and the ability to redact, in an unreadable manner, any user specified information for example, social security number, defendant name, and age.

The County reserves the right to reject any or all proposals and waive any irregularities. The County also reserves the right to choose, at the sole discretion of the Grundy County Board, the proposal that is deemed in the best interest of the County based on any or all criteria, etc. In determining the successful proposal, the County Board shall take into consideration the qualities of the articles supplied; their conformity with the specifications; their suitability to the requirements of the County, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, systems; compatibility to existing equipment; and the delivery terms.

Sealed proposal envelope must be clearly marked on the exterior "SA Digitizing RFP" and contain an original signature version of the entire proposal packet and three copies clearly marked "Copy". Proposals may be withdrawn prior to the scheduled deadline for submitting proposals. After the submittal deadline, proposals may not be withdrawn or cancelled.

Submittal Requirements:

1. Certification and/or letter from software document management company that firm is an authorized distributor/vendor of the product.
2. Summary of proposer's experience in the digitizing of paper records and management of digitized records.
3. A list of three references for document digitizing and management projects, including company name, address, contact person, phone number, email address, and description of work performed.
4. Narrative of submitter's proposal.
5. List of all software programs to be supplied and installed under the Scope of Work, as well as the number of licenses.
6. Proposal packet including original completed and signed Proposal Sheet and Exhibit A-
7. Proposed implementation schedule including major milestones, completion date, maintenance and upgrade points using Notice to Proceed as day one.
8. Acknowledgement of Addenda.

Timeline

The County anticipates the following timeline for award.

Proposals Due	Tuesday, November 24 th , 2020
Committee Consideration	December 3 rd , 2020
County Council Approval	December 8 th , 2020
Notice to Proceed	Within ten days of award
Completion Date	Mutually agreed upon timeline

1. Project Site & Conditions

Project site is the State's Attorney Office, Grundy County Courthouse, 111 E. Washington St. Morris, IL 60450.

2. Summary of Scope of Work

a. Permitting, Notifications.

- The County shall designate a project manager, who shall be the authorized point of contact between the Vendor and the County.

b. Scope:

- Provide scanning, archiving, and document management software for 193 boxes of documents. Documents are 8.5x11 and legal in size, most are single-sided but some are double-sided.
- Transport of documents to and from vendors' facility. Scanning is to be conducted at vendor's facility.
- Storage of County documents in secure, climate-controlled area.
- Original documents stored off-site must be made accessible to State's Attorney office with one business days' notice.
- Digitizing and document management software shall be latest version of LaserFiche or equivalent. Determination of software equivalency shall be at the County's sole discretion.
- Provide for unlimited scan indexes with the ability to expand at a future date.
- Provide for unlimited amount of document classes and index fields at a future date.
- Scanned documents should be straight, correctly oriented, smoothed, and free from extraneous noise.
- All software must meet the FBI CJIS Security Policy.
- Day forward search indexes shall be placed in non-proprietary index files (ex. ASCII, etc.) and have the ability to export images and index files to standard programs.
- Documents must be searchable by any character string (OCR).
- Users must have the ability to redact characters to an unreadable state.
- All software licenses for 15 users.
- Ability to restructure user access rights for multiple users and departments using Active Directory.
- Separate quote for the destruction of scanned documents. Documents may not

be destroyed until authorized by the Office of the State's Attorney. Document destruction must comply with Illinois law.

c. **Security**

To maintain security, the County reserves the right to observe Vendor's operations and inspect their worksite at any and all times. The Respondent agrees to abide by any and all of the County's rules and regulations, procedures and general orders.

d. **New Material:** Unless otherwise provided for in this specification, the Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this proposal are new, not used or reconditioned. It represents that they are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

e. **Ownership of Intellectual Property:** All copyright and patent rights to all papers, reports, forms, materials, creations, images, or inventions created or developed in the performance of this contract shall become the sole property of the County. Upon request, the Vendor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the County to evidence the County's sole ownership of specifically identified intellectual property created or developed in the performance of the contract. This excludes ownership of proprietary software belonging to the Vendors, except software developed specifically for the County for which the County pays.

f. **Term of Software License:** Unless otherwise stated in the specifications, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. The County reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured.

3. **Work Progress & Completion**

- a. The work schedule shall be coordinated by the County and the Vendor. A written work schedule shall be agreed upon by the County and the Vendor prior to the notice to proceed.
- b. The Vendor will have access to County storage sites during the hours of 8:00 AM to 3:00 pm Monday through Friday.
- c. The Vendor may be restricted with respect to work hours each day depending on special events in the area and/or holidays.

4. **Service and Support**

- a. Maintenance – The Vendor shall provide all necessary service during the first-year service period and any subsequent maintenance term. The Vendor shall work directly with the County on application modifications, diagnosis, recovery,

customization, configuration, and how-to questions.

- b. Warranty Period and Maintenance – The Vendor, by entering into a contract with the County, warrants and represents that all materials, equipment, and services delivered to the County pursuant to the contract conforms to all of the specifications contained or referred herein. The Vendor further guarantees to replace all materials, equipment, software, or services that may be rejected by the County due to defective materials or workmanship for a minimum of one year following final acceptance of all systems. Failure or neglect of the County to require compliance with any term or condition of the contract specifications shall not be deemed a waiver of such term or condition.
- c. The following must be included in the warranty period and under maintenance contract:
 - The Vendor shall provide service to the system throughout the warranty period in a timely manner.
- d. Service response requirements shall include the following:
 - Response to support issues within one business day.
- e. Software upgrades
- f. Patches
- g. All labor except for upgrades to major software releases
- h. Designated representatives.

5. Training

- a. The proposal shall include a training component. This training component shall consist of at least 3 in-person training sessions for State’s Attorney staff and 1 training session for IT staff. The State’s Attorney training should be completed as follows: two training sessions must be completed before the system goes live and one training session will be scheduled after the system goes live. The IT training component shall occur before going live and also include system maintenance and troubleshooting guides for future reference. The Vendor shall deliver at least one electronic copy of system owner and operational manuals prior to the initiation of system use.

6. Information Provided

- a. Proposal shall provide information regarding estimated disk usage for the initial scanning project and an estimate based on past projects of usage for following 10 years.
- b. Proposal shall provide information regarding if the system is going to be on premise or cloud based.
- c. Proposal shall list all hardware and software requirements that the County will be expected to meet, tabulated in a single list.

7. Clarifications, Exceptions, and Addenda

- a. Any and all exceptions to the specifications must be identified and fully explained in the submitted proposal documents.
- b. All questions to the Owner should be submitted to ggray@grundyco.org with “SA scanning” in the subject line. All questions must be submitted at least 8 calendar days prior to submission date.
- c. Any addenda to this proposal will be issued in writing and posted on the County web site. No oral statements, explanations, or commitments shall be provided or binding

upon the County. No addenda will be issued later than six calendar days prior to the date of submission.

- d. After reviewing the proposal documents, the County may develop a list of clarification questions to be addressed by the proposer. The proposer shall provide a response within three (3) working days from the inquiry.

8. Owner Direction

- a. County will provide the following:
 - Access to current document storage area as specified.
 - Guidance for indexing and search parameters.
 - Virtual or physical server
 - SQL license
 - Be available for interview during discovery process
 - Provide integrated backup strategy.

9. Work Delay – Cost of Labor and Materials

Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the County and the Vendor through the completion of the specified work.

10. Denial of Reimbursement

The County shall not reimburse Proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

11. Insurance Requirements

Upon receiving Notice of Award, the successful vendor shall submit Certificates of Insurance prior to beginning work. The minimum limits of the Vendor's Liability Insurance shall be as follows:

- a. Claims under the worker's compensation, disability benefits, and other similar employee benefits, the limits should be the Statutory Limits.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Vendor's employees, the minimum limits shall be \$1,000,000.
- c. Claims for damages insured by reasonably available personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Vendor or by any other person for any other reason, the minimum limits shall be \$1,000,000.
- d. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, the minimum limits should be \$1,000,000.
- e. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, the minimum limits shall be \$1,000,000.
- f. In addition to the above coverages, the Vendor shall carry an umbrella/Excess Liability policy in the amount of not less than \$2,000,000, which should include Employer's Liability Insurance.
- g. The Vendor shall extend insurance to the County of Grundy for the liability coverages listed above, by endorsement, as an additional primary and non-contributory insureds. A copy of the endorsement which adds the additional insureds to the policy shall be provided as well

12. Hold Harmless Agreement

The Vendor agrees to indemnify, save harmless and defend the County of Grundy, their agents, servants, and employees, and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of Grundy, their agents, servants, or employees or any other person indemnified here under any Waivers of Subrogation endorsements.

17. Contract Time

When authorized, the selected Vendor shall commence Work within ten (10) days after the issuance by the County of a Notice to Proceed, subject to unavoidable delay.

- a. "Unavoidable Delay" is a delay resulting from (a) County-wide or industry-wide strikes or lock-outs, (b) Acts of God, (c) inability to obtain labor or materials due to governmental restriction, (d) enemy action, (e) civil commotion, (f) fire, (g) unavoidable casualty, (h) work stoppages caused by illegal acts of third parties.
- b. Unavoidable delay does not include (a) changes in prices, (b) Vendor's insolvency, financial condition, or any other monetary problem, (c) the insolvency, financial condition, or refusal to perform by any Vendor, sub-Vendor, or professional retained by Vendor (including but not limited to engineers, architects, or attorneys) or (d) the administrative delay of any governmental or nongovernmental agency, commission, or board.
- c. The Vendor shall complete the Work in accordance with the submitted timeline.

18. Applications for payment

- a. Payment shall be made within 45 days of completed pay request.

19. Termination of the Contract

a. TERMINATION BY THE VENDOR

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Vendor, or if the Work should be stopped because the owner has not made Payment thereon, then the Vendor may upon twenty-one (21) days written notice (from postmark) to the County, terminate the Agreement.

b. TERMINATION BY THE OWNER

- In the event of any breach of this Agreement by the Vendor, the Owner may, at its option, serve the Vendor with a written seven (7) day notice (from postmark) to complete the work, after which the Owner may take possession of all materials at the work site, engage the service of another Vendor to complete the work, and deduct the cost of such completion from any amount due the Vendor hereunder. If the payments then or thereafter due the Vendor are not sufficient to cover such amount, the Vendor shall pay the difference to the Owner. In the event that the Vendor, as a result of litigation, is adjudged to have breached this Agreement, the Vendor shall pay, in addition to any damages awarded to the Owner, the Owner's reasonable attorney's fees resulting from such litigation.

20. Compliance with laws

In connection with the furnishing of supplies or performance of work under the

contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

21. Independent Vendor

- a. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the County. The Vendor shall remain an independent Vendor, and all employees of the Vendor or its sub-Vendors shall remain the employees of the Vendor or sub-Vendor and shall not become the employees of the County. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to County employees shall accrue to the Vendor or employees of the Vendor performing services under this agreement.

22. Severability

- a. Every section, provision, or part of this agreement is declared severable from every other section, provision, or part thereof, to the extent that if any section, provision, or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.

NOT FOR SUBMISSION

PROPOSAL SHEET

Proposer Information

Company Name: _____

Address: _____ County, State, Zip: _____

Contact Person: _____ Telephone: _____

Email: _____

PROPOSAL PRICE: DIGITIZING RECORDS STATE'S ATTORNEY OFFICE

**The pricing submitted shall include all permitting, preparation, licenses, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project.*

Lump Sum Proposal for scanning/document management of 193 boxes (in both words and numbers): _____

**Proposal for destruction of documents in 193 banker's boxes (at option of County)
(per box)**

I certify that I am acting as an agent for the firm designated below and that the firm will provide the services to the County of Grundy as described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative Title

Company Name

Street Address

County State Zip Code

(Area Code) Phone Number

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter called the "Vendor") having a principal place of business located at, _____ and the County of Grundy, (hereinafter called the "Owner" or the "County").

RECITALS

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Vendor agrees to timely perform all work necessary for the proper completion of the work; and the County agrees to pay for the work as set forth in the Contract Documents.

The Contract Documents shall consist of the following listed documents which are hereby made part of this agreement as if recited at length herein:

- 1) **Invitation to Proposal**
- 2) **Proposal Sheet**
- 3) **Proposal Specifications**
- 4) **Receipt of Addenda (if any)**
- 5) **Appendix A – Affidavits (Must be signed)**

THIS SECTION
INTENTIONALLY
LEFT BLANK

IN WITNESS WHEREOF, *the Owner and the Vendor have executed this Agreement as of the date hereinabove first stated.*

VENDOR

Print Name of Vendor

BY: _____
Signature of authorized representative

DATE: _____

TITLE: _____

THE COUNTY OF GRUNDY, ILLINOIS

BY: _____
Chris Balkema, County Board Chair

DATE: _____

NOT FOR SUBMISSION

Agreement

CONFIRMATION OF RECEIPT OF ADDENDA

Addendum #	Date

I hereby certify this proposal complies with the specifications and conditions issued by the County except as clearly marked in the attached copy.

Date: _____

Name: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-Mail: _____

NOT FOR SUBMISSION

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Proposer

PROPOSER/APPLICANT:

Name: _____

Principal place of business _____

Address: _____

County, State, Zip Code _____

The Proposer is a:

Corporation Partnership

Limited Liability Company Sole Proprietorship

Other (please explain:) _____

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

County, State, Zip: _____

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: __

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

County, State, Zip

The registered office of the Limited Liability Company in Illinois is:

Address

County, State, Zip

The managers and members of the Limited Liability Company are:

Name

Address

County, State, Zip

Name

Address

County, State, Zip

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

County, State

The sole proprietor transacts business in Illinois under the following assumed names:

NOT FOR SUBMISSION

BID RIGGING AND BID ROTATING

- Section 2:** That in connection with this solicitation for quotes:
- a. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
 - b. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said proposer or any other proposer or to fix any overhead profit or cost element of such quote price or that of any other proposer or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
 - c. The quote is genuine and not collusive or sham;
 - d. The prices or breakdowns thereof and any and all contents which had been quoted in this submission have not been knowingly disclosed by the proposer and will not be knowingly disclosed by the proposer directly or indirectly to any other proposer or any competitor prior to opening;
 - e. All statements contained in such submission are true;
 - f. No attempt has been made or will be made by the proposer to induce any other person or firm to submit a false or sham quote;
 - g. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

Section 2a: **NON-COLLUSION**

- a. No officer or employee of the County of Grundy has a direct or indirect pecuniary interest in this quote.
- b. No officer or employee of the County of Grundy has disclosed to the proposer any information related to the terms of a sealed quote.
- c. No officer or employee of the County of Grundy has informed the proposer that the quote will be accepted only if specified persons are included as sub-Vendors.
- d. Only the proposer will be entitled to the proceeds of the contract if this quote is accepted by the County of Grundy.
- e. This quote is made without the benefit of information obtained in violation of law.

Section 3: The undersigned further states that: (circle A or B)

- a. He is the person in the proposer's organization responsible within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2, above; and
- b. He is not the person in the proposer's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2 above, and as their agent does hereby so certify; and
- c. The undersigned certifies that the proposer has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 4: The undersigned will publish a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation,

- possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- b. Specifying the actions that will be taken against employees for violations of this prohibition;
 - c. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Grundy, the employees will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
 - d. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The aforementioned company's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations.
 - e. Making it a requirement to give a copy of the statement required by Section 4 to each employee engaged in the performance of the contract with the County of Grundy and to post the statement in a prominent place in the workplace;
 - f. Notifying the County of Grundy within ten (10) days after receiving notice under Section 4(C)(2) from an employee or otherwise receiving actual notice of such a conviction;
 - g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;
 - h. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
 - i. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;
 - j. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 5: The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a. Take appropriate personnel action against such employee up to and including termination; or
- b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 6 The undersigned on behalf of the entity making the foregoing quote certifies that neither the undersigned nor the entity is barred from contracting with the County of Grundy because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the quote or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 7 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.

In the event of the Vendor'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 Vendor may be declared nonresponsible and therefore 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 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 contract, the Vendor 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 contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as 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, 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 Vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with such Act and Rules and Regulations, the Vendor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 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 the 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 the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the 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 the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subVendor. In the same manner as the other provisions of this contract, the Vendor will be liable for compliance with applicable provisions of this clause by such subVendors; and further it will promptly notify the contracting agency and the Department in the event any subVendor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subVendor 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.

For the purposes of subsection g of Section 8, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public Vendor and any person under which any portion of the public Vendor'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 bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the proposer to receive payment under any award made under the terms and provisions of this proposal.

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 Vendors' internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Vendor certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 8 As a condition of receiving this contract, the undersigned Vendors certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Americans with Disabilities Act.

Must be signed by authorized company representative and returned in sealed bid:

NAME: _____

SIGNATURE: _____

TITLE: _____

Subscribed and Sworn to before me this ____ day of _____, 20__.

By: _____ Notary Public

-seal-

End of Document