

# Request for Proposal

**DATE:** October 23, 2017

**RFP TITLE:** Internet Service Provider and Network Connectivity

The County of Vermilion is seeking to upgrade / replace the current internet provider and network connectivity at three County building locations and add two additional County building locations (one location added immediately, the second location added within the year).

**GENERAL REQUIREMENTS:** Original Paper Copy – 2 copies  
Cost Proposal  
References  
Certificate of Insurance

**SUBMISSION LOCATION:** Vermilion County Board  
Bill Donahue  
6 North Vermilion Street  
Courthouse Annex - 3rd Floor  
Danville, IL 61832

**SUBMISSION DATE & TIME:** November 2, 2017 at 1:00pm

**BID OPENING DATE & TIME:** November 2, 2017 at 5:00pm  
Technology Committee Meeting

**CONTACT PERSON:** Bill Donahue  
217-554-6000  
william.donahue@vercounty.org

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# Procurement Schedule and Response Format

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## I. Introduction

Vermilion County, Illinois is soliciting proposals from qualified service providers to provide an Ethernet based LAN solution to replace and upgrade the current internet and network connections currently provided by AT&T at three Vermilion County building locations.

The County will add 1 additional location immediately at the Old Federal Courthouse building, add 1 location at the Courthouse within the year and then remove 2 locations when the buildings have been vacated.

The contract will begin approximately December 1, 2017 for a three year period.

<b>Initially replace / upgrade Fiber at 3 current County building locations</b>	
Type of Connection	Location Address
<b>100 MB Internet Connection to one site (to be shared by all buildings).</b>	
Courthouse Annex	6 N Vermilion, Danville IL 61832
<b>100 MB Fiber Connectivity to the following 3 existing locations</b>	
Courthouse Annex	6 N Vermilion, Danville IL 61832
Sheriff's Dept – PSB	2 E South St, Danville IL 61832
EMA	2507 Georgetown Rd, Danville IL 61832
<b>100 MB Fiber Connectivity to new building location</b>	
Old Federal Courthouse Building	201 N Vermilion, Danville IL 61832

<b>Add 1 additional location (within the year) and move Internet access point</b>	
Type of Connection	Location Address
<b>Move 100 MB Internet Connection to new building (to be shared by all buildings)</b>	
Old Federal Courthouse Building	201 N Vermilion, Danville IL 61832
<b>Add 100 MB Fiber Connectivity to the following locations</b>	
Courthouse	7 N Vermilion, Danville IL 61832

<b>Remove fiber at locations (after the buildings have been vacated)</b>	
Courthouse Annex	6 N Vermilion, Danville IL 61832
EMA	2507 Georgetown Rd, Danville IL 61832

The provider will install one 100 mb Internet connection (to be shared to all building locations) and 100 mb network connectivity at each designated building location.

Vermilion County expects the selected service provider's services will provide a high level of network functionality and consistent reliability at the lowest cost.

The Schedule for this request for proposal is as follows:

Activity	Date
RFP Release	October 23, 2017
Deadline for Question Submission	October 30, 2017
Deadline for Proposal Submission & Bid Opening	November 2, 2017
Notification of Selected Vendor	November 14, 2017
Notice to Proceed (contract signed)	November 14, 2017

**A. Bidders Conference**

Due to the accelerated schedule, there will be no bidders conference for this proposal.

**B. Question Submission**

All questions pertaining to this request and/or the scope of services should be directed to **Bill Donahue, 217-554-6000**, [william.donahue@vercounty.org](mailto:william.donahue@vercounty.org).

**C. Proposal Submission**

- 1. Proposals:** An original RFP hard copy response (2 copies) shall be returned in a sealed envelope bearing the name and address of the respondent. The proposal must follow the Response Format as defined on page 6.
- 2. Delivery:** Proposals may be mailed or hand delivered to the following address:

**Internet Service Provider and Network Connectivity RFP  
Bill Donahue, Vermilion County Board  
6 North Vermilion Street  
Courthouse Annex - 3rd Floor  
Danville, IL 61832**

The County shall not be responsible for late delivery. There will be no exceptions. The County will not be liable in any way for any costs incurred by vendors in replying to this RFP.

**Miscellaneous:**

All documents (printed or electronic) submitted in response to this RFP or during any interview or demonstration shall become the property of the County and will not be returned to the Vendor.

The County reserves the right to cancel this RFP at any time. The County reserves the right to withhold final action on the RFP if further evaluation of the proposal or vender is deemed necessary by the County. Vermilion County reserves the right to reject all RFPs in their entirety or to select certain application software from the RFPs. Vermilion County reserves the right to award the contract in any manner deemed in the best interest of its citizens. The County reserves the right to waive any irregularity in the format of the RFP or immaterial defect in any RFP. **The County Annex Building (6 N Vermilion St) and EMA Building (2507 Georgetown Rd) is transitioning from one location to another and the ease and cost of such transition will be a major factor in accepting proposals.**

## II. Response Format

Proposals are to include the following sections.

Response Format	
1.	Customer List and References: at least 2 references (limit 2 pages)
2.	Sample Proposed Contract with contractor's addendum as attached to the RFP
3.	Cost and Time Proposal

**NOTE: Offerors are not to cite costs anywhere else in the base proposal outside of the cost proposal. The evaluation team shall review cost only after evaluating all other information in the proposal.**

## **Statement of Work:** **Internet Service Provider and Network Connectivity**

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### **I. Overview / General Information**

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The County assumes no responsibility for these costs.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other County locations, or which are otherwise not present at the County Board at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the County Board 3<sup>rd</sup> floor office.

It is intended that an award pursuant to this RFP will be made to a prime vendor who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

Vermilion County desires and expects bids based on the ability of the vendor to meet or exceed the requirements contained in this request. Contracts will be awarded to the vendor that Vermilion County determines to be best able to provide the mandated information and capabilities.

Vermilion County will review the proposals, and may require additional information or clarification by one or more of the qualified vendors as part of the final selection process. Vermilion County reserves the right to request further information from any finalist vendor it may choose. Vermilion County also reserves the right to accept, reject or negotiate modifications to any proposal as it shall, in its sole discretion, deem to be in its best interest. The determination of adequacy of qualifications shall be at the sole discretion of the Vermilion County.

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

All material items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

Any vendor shall comply with requirements of Illinois statutory performance bonds upon award of bid. The County reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the vendor's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County as contractually binding on the successful Vendor.

Most project activities are anticipated to occur during normal business hours. However, certain phases of implementation and transition may need to occur after normal business hours. Vender should address this in the bid. Sub-contracted services are allowed only with the express permission of the County. Any person who requires access to the Sheriff's Department or Courthouse will be required to undergo a background check and approval by the Sheriff's Department.

Any bidder or vendor may withdraw their bid or proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of bids or proposals by submitting a written request. However, no bidder or vendor shall withdraw or cancel their bid or proposal for a period of sixty (60) days after said advertised closing time for the receipt of bids or proposal. The County shall award the bid within sixty days of the closing date for receipt of proposals or bids and no successful bidder or vendor shall withdraw or cancel their bid after being notified that said bid or proposal has been accepted by the County.

Upon submitting a bid, it is presumed that the bidder has acquainted himself with the Specifications prepared by the Owner. It is understood that omissions from the bid requirements due to the failure of the bidder to fully acquaint himself with the requirements of the Documents will not entitle the bidder to additional consideration of compensation, if awarded the contract.

## **II. Background: The Technology Environment**

### **Vermilion County Technology Environment**

The following is an overview of the technology environment in the entire county.

#### **IT Staff and Structure**

##### **Technology Services**

Ted Fisher, Director  
Karen Rudd, Assistant Director  
Brian Talbott, Senior Network Tech  
Tim Sanders, Assistant Network Tech

##### **Hardware Footprint**

Windows 7 & Windows 10 Dell pc's  
Dell Servers (most are virtualized)  
AT&T internet fiber connection to Courthouse Annex, EMA, PSB  
Fiber connects the Courthouse Annex to the Courthouse  
Fiber connects to most departments within these buildings  
Adtran 1534 / Adtran 1638 switches – layer 2 switches  
(Other buildings have their own internet and are connected via vpn)

### **III. Scope of Services**

Services being sought are for the upgrade / replacement of the current Internet Service at one County location and to provide network and internet connectivity to three designated County building locations.

The services will also provide for two additional County locations. The Old Federal Courthouse building will need to be added immediately and the current Courthouse building will be added within the year.

After the EMA and Annex buildings have been vacated, their fiber connection can then be disconnected.

Vendor is to provide all primary ISP and LAN networking services for the Vermilion County Technology Services Department. Availability of such network services shall be 99.90% and include 24 hour continuity and support from the vendor.

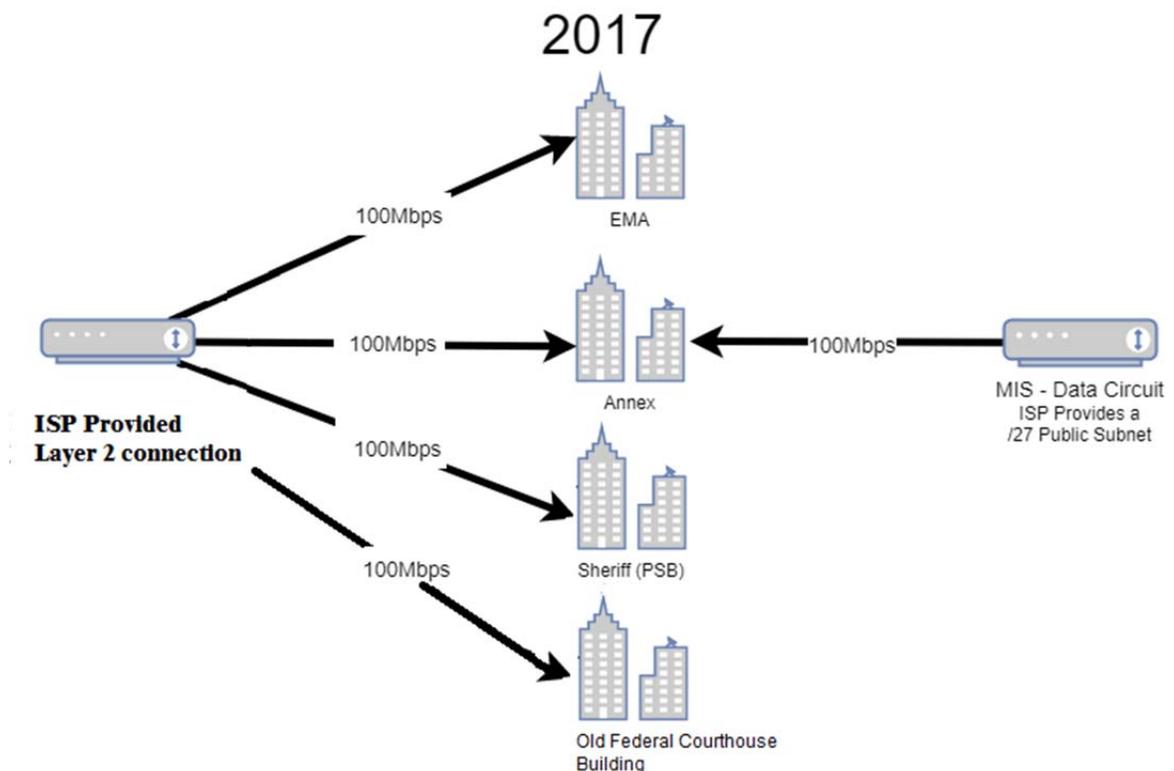
All fiber circuits are to support a minimum of 100 mb bandwidth high performance Ethernet service. All technology is to be currently available and operational with 60 – 90 days at time of bid award. Any installation / upgrades / expansion will not require additional changes or revised interface equipment. At each node location, the vendor is responsible for all conduit, equipment racks, fibers, fiber optic patch panels, terminators and other materials and labor as required to terminate the fiber and vendor supplied hardware at that demarcation location.

Vermilion County will prepare the internal demarcation site as specified by the vendor. Vermilion County will purchase and install the appropriately sized UPS units to support the provided equipment at each location. All fiber and associated vendor hardware will terminate in demarcation points defined by Vermilion County.

Vermilion County will also provide the cat6 wiring from the network interface to the provider's equipment.

Initially:

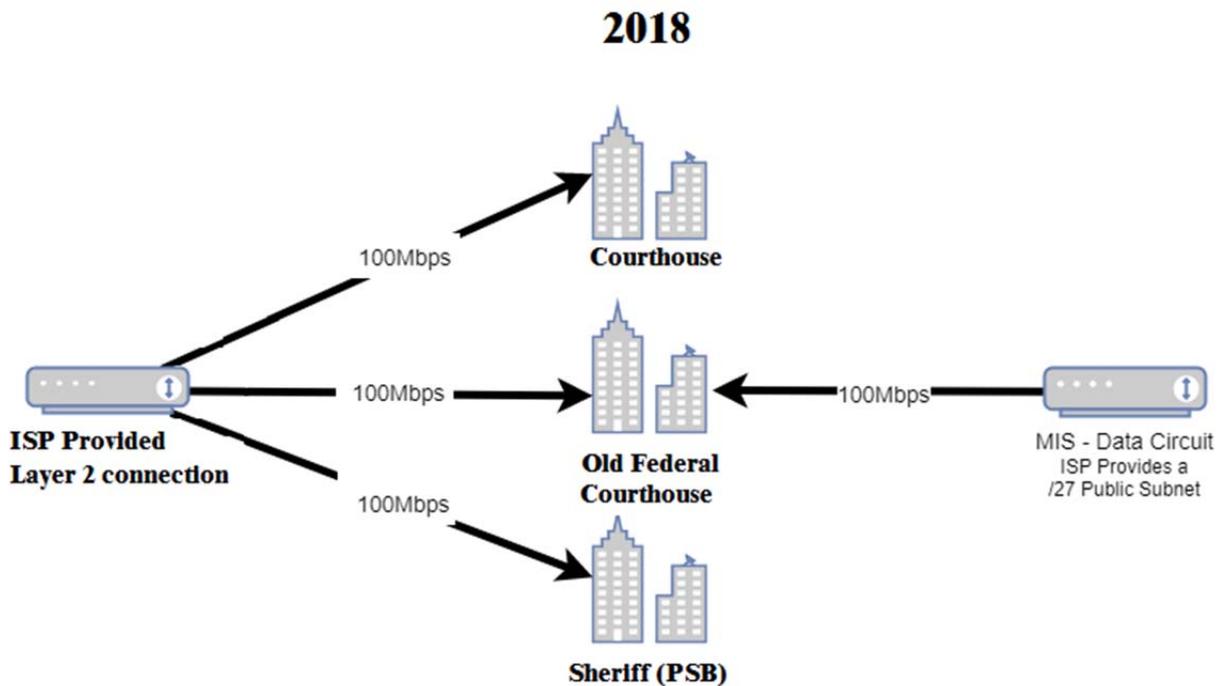
- The provider will install and make available one 100Mbps MIS circuit via Ethernet handoff for data at 6 N Vermilion, Danville IL 61832 (Courthouse Annex).
- The provider will install and make available either via separate Ethernet handoff or separate logical (VLAN) handoff of installed MIS handoff a 100 Mbps layer 2 circuit.
- The provider will install and make available one 100 Mbps Layer 2 circuit via Ethernet handoff at 2 E South St, Danville IL 61832 (PSB)
- The provider will install and make available one 100 Mbps Layer 2 circuit via Ethernet handoff at 2507Georgetown Rd, Danville IL 61832 (EMA).
- The provider will install and make available one 100 Mbps Layer 2 circuit via Ethernet handoff at 201 N Vermilion, Danville IL 61832 (Old Federal Courthouse building).



Within 12 Months:

- The provider will migrate one 100Mbps MIS circuit via Ethernet handoff for data from 6 N Vermilion, Danville IL 61832 (Courthouse Annex) to 201 N Vermilion, Danville IL 61832 (Old Federal Courthouse Building).
- The provider will migrate one 100Mbps Layer 2 Circuit via Ethernet handoff from 2507 Georgetown Rd, Danville IL 61832 (EMA) to 7 N Vermilion, Danville IL 61832 (Courthouse Building)

Final Diagram (after removing Annex and EMA buildings)



## Evaluation Process and Criteria

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### I. Overview / General Information

In order to be considered, the proposer's team must have implemented the proposed solution in at least two government locations in the state of Illinois. Failure to show that the proposer's team meets this entrance criterion will result in the proposal being rejected.

Proposals that meet the entrance criterion described above will be evaluated by a selection committee. A limited number of offerors may be invited for an interview and system demonstration. The county reserves the right to request a best and final offer. Once the evaluation process is complete, the selection committee will provide a recommendation to the County Board for consideration and approval.

The proposal evaluation process is designed to award the contract to the respondent with the best combination of attributes (i.e., qualifications and experience, cost), not necessarily to the respondent of least cost.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the respondent's information provided, which will demonstrate the respondent understands the Evaluation Factors and capacity to perform the required services of this RFP.

Any contract shall be interpreted under the law of the State of Illinois. The venue and jurisdiction for any dispute resolution or court proceeding shall be Vermilion County Illinois. No contract shall bind the County in excess of five years but it may allow for extensions of the contract upon notice. Any contract shall allow the County to terminate for lack of appropriations in any fiscal year. No contract shall provide that the County pay attorney fees in case of any dispute. All vendors shall comply with the applicable terms in the contractor's addendum and the addendum must be part of the responsive bid.

# Attachment A: Cost Proposal

## Internet Service Provider and Network Connectivity Proposal Form

By having examined the proposal requirements, specifications, and understanding of County's objective, we propose the following pricing provision of new Internet Service Provider and Network Connectivity services for Vermilion County which is best suited, beneficial, advantage, and cost saving to the County.

**VENDOR NAME:** \_\_\_\_\_

**Item – 3 year contract**

**Cost**

Installation, site preparation, system integration and testing \_\_\_\_\_

Monthly cost - Internet connection (100 mb bandwidth) (1 site) \_\_\_\_\_

Monthly cost - 100 mb fiber connection (provide cost per site) \_\_\_\_\_

**Timeframe (days) to connect buildings**

Courthouse Annex – 6 N Vermilion, Danville, IL \_\_\_\_\_

EMA – 2507 Georgetown Rd Vermilion, Danville, IL \_\_\_\_\_

Sheriff – PSB – 2 E South St, Danville, IL \_\_\_\_\_

Old Federal Courthouse – 201 N Vermilion, Danville, IL \_\_\_\_\_

**OTHER ONE-TIME OR RECURRING COSTS**

**Item**

**Cost**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Other Costs:** \_\_\_\_\_

**TOTAL**

**VENDOR NAME:** \_\_\_\_\_

<b>Item</b>	<b>Deliverables, including, but not limited to:</b>	<b>Price</b>
Total Upfront Costs	Hardware, Site preparation, Installation, System integration, testing, etc.	\$
Total Monthly Cost	Internet connection (100 mb bandwidth) (1 site)	\$
Total Monthly cost	100 mb fiber connection <u>(cost per site)</u>	\$
Total Other Costs	Other one-time or recurring costs	\$

## Contractor's Addendum

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BID # \_\_\_\_\_

Full Name of Vendor: \_\_\_\_\_

Main Business Address: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

TO: Vermilion County

### General Contract Specifications

#### INSURANCE REQUIREMENTS:

**The following are their requirements for required insurance coverage for any vendor completing work for the County.**

Contractor shall procure and maintain, for the duration of the engagement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per occurrence for each bodily injury claim and \$500,000 per occurrence for each bodily injury caused by disease claim.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the County and are to be received and approved by the County before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026 . The County reserves the right to request full certified copies of the insurance policies and endorsements.

### **OTHER GENERAL CONTRACT SPECIFICATIONS:**

#### **PERMITS AND LICENSES**

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

#### **PREVAILING WAGE REQUIREMENTS**

A. This Contract includes and incorporates the provisions of the Illinois Prevailing Wage Act (the "Act") (*See*, 820 ILCS 130/01. et. seq.) as if fully set forth herein. Contractor and subcontractors are responsible for ensuring their understanding of the Act and compliance with all relevant requirements, prerequisites, and aspects of the Act.

B. The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits for work of a similar character in the locality in which the work is being performed. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the Contract, the revised rates shall take effect immediately and shall apply to the work being performed pursuant to this Contract. Contractor and subcontractors shall make payments in accordance with any new or revised prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782-1710, or on the Internet at <http://www.state.il.us/agency/idol/>.

C. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and subcontractors must submit to the County of Vermilion on a monthly basis certified payroll and must maintain those records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

D. Contractor shall defend and hold harmless the County for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act by Contractor or any subcontractors. The requirements of this Section shall survive the termination of the Contract formed hereunder.

#### **INDEMNIFICATION**

A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the County, its corporate authorities, trustees, officers, directors, agents, and employees from and against any

and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the County of Vermilion, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

**B. Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Workers' Compensation Act and cases decided thereunder. Contractor agrees to indemnify and defend the County from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the County may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the County's own negligence.

#### **COMPLIANCE WITH LAWS**

##### **A. OSHA STANDARDS**

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the County must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

##### **B. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

1. Prior to commencing any Work, Contractor must demonstrate compliance with the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Among other things, the Act provides that before commencing work on a public works project, an employer shall have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements of the Act including, but not limited to, such matters as pre-hire, random, reasonable suspicion and post-accident drug and alcohol testing of employees. The employer's program must be filed with the public body engaged in the construction of the public works and must be made available to the general public.

2. Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

3. Contractor is responsible for reviewing the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) to ensure compliance its requirements.

**C. OTHER LAWS AND REGULATIONS**

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to the Drug-Free Workplace Act, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC. If the contractor fails to abide by all applicable laws and regulations and the County is assessed any penalty for such non-compliance, the contractor agrees to indemnify the County for any penalties assessed against the County.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.

**Illinois Human Rights Act/Equal Opportunity Clause (44 Ill. Admin. Code, Part 750, Appendix A):**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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 the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

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.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Collusion:**

The Contractor certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the Contractor has not colluded conspired, connived or agreed, directly or indirectly, with any other Contractor, County employee or any person, to fix the bid price submitted by the BIDDER or any other Contractor, and agrees to indemnify the COUNTY for any losses sustained by it due to illegal actions of the Contractor. He also certifies that the Contractor, it's agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code, 720 ILCS 5/33E-3; 33E-4.

**Equal Pay Act:**

The successful Contractor, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

**National Security/USA Patriot Act:**

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Contractors shall represent and warrant to the County that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor shall further represent and warrant to the County of Vermilion that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor shall agree to defend, indemnify and hold harmless the County of Vermilion, its Corporate Authorities, and all County of Vermilion elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Contractor shall further represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National

and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that the Contractor is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the County, its Corporate Authorities, and all County elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

**Illinois Freedom of Information Act:**

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the County required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after County issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the County, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the County to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after County issues notice of a request.

Furthermore, should Contractor request that the County utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the County, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the County.

The Contractor represents and warrants that it has the requisite experience and ability and sufficient capital, facilities, plant, organization, and staffing to enable the Contractor to perform the Work successfully and promptly.

All prices stated herein are firm and shall not be subject to escalation provided the County accepts this offer within 30 days from the date hereof.

DATED: \_\_\_\_\_, 20\_\_\_\_

VENDOR

If Corporation:

By:

Attest:

Its:

Secretary/Assistant  
Secretary

**TAX EXEMPTION CERTIFICATE**

This is to certify that Vermilion County is exempt from Illinois Retailers' Occupational Tax (Sales Tax), the Service Occupation Tax (both State and local), the Use Tax, and the Service Use Tax.

Vermilion County  
Tax Identification No. E9992-9724-07