

INVITATION TO BID: Replacement of water source heat pumps, boilers, and Bacnet system for the Vermilion County Administration Building, Danville, IL. For the

VERMILION COUNTY BOARD

201 N Vermilion

Danville, IL 61832

Bids are invited for repair work on the buildings at 201 N Vermilion Street Danville, Illinois 61832, for the Vermilion County Board Office, Danville, IL 61832.

A single lump bid will be required for the work of the project. Supplemental materials in addition to that bid form will be accepted.

Sealed bids, submitted in duplicate will be received until 11:00 a.m. on May 13, 2022, at the office of the Vermilion County Board Office, 201 N Vermilion St., 2nd FL, Danville, IL 61832. Bids offered after this time will not be considered. Bids will be publicly opened, read aloud on May 16, 2022 at 10:00 AM and shall be open to public inspection in the Vermilion County Board Office for a period of at least forty-eight (48) hours before an award of the contract is made.

To arrange a tour of the intended work site, please contact the Building and Grounds Supervisor, Kyle Richards @ 217-918-2486 or at krichards@vercounty.org

The County reserves the right to reject any or all proposals for any reason, to waive any informality in the bidding, and to accept that proposal which the County considers to be in its best interest.

A limit of one (1) complete set of the bid documents may be obtained by calling the Vermilion County Board Office at (217) 554-6000. The bid documents will also be posted on line at <https://www.vercounty.org/>

By: Larry Baughn, Jr.

Vermilion County Board Chairman

INSTRUCTION TO BIDDERS

1.01 PROJECT

Repair work on the HVAC system for the building at 201 N Vermilion Street Danville, IL 61832, for the Vermilion County Board Office, Danville, IL 61832.

1.02 CONTACT PERSON

Kyle Richards, Vermilion County Buildings and Grounds, 217-918-2486

1.03 BIDS

Bids to be considered must be made in accordance with the instructions contained herein. A lump-sum bid is called for in the Bid Form and is required. **Bidders must however add as an attachment a breakdown of costs in any format they deem appropriate so long as the costs for items are separately set out. The County reserves the right to accept a bid for the most reasonable, efficient, and or cost-effective proposal regardless of the design so long as the proposal meets the heating and cooling needs of the County.**

THE SPECIFICATIONS FOR THE BID ARE ATTACHED AS EXHIBIT "A" LABELED BID SUMMARY

Bids shall be submitted in duplicate on forms furnished with this specification. Additional supporting documentation will be accepted. The bidder must by interlineation or by separate document indicate their compliance with every paragraph and subparagraph of this bid specification. If a separate document is used, it must indicate compliance with all specifications or specifically point out any exceptions to these bid specifications. Bids shall be submitted in an opaque, sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the bid and the title of the project.

If the bidder is a corporation, the proposal shall bear the legal name of the corporation and the corporation seal. The bid shall be signed by an officer authorized to bind the corporation to a contract and the signer's signature shall be attested to another office of the corporation.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Any bidder must acknowledge the *Contractor's*

Addendum concerning compliance with all applicable State and Federal laws. Because the source of funding is in part federal funding, the bidder must not be barred from bidding on federal contracts.

1.04 DOCUMENTS

Documents for the bid will be available for examination and will be obtainable from the Vermilion County Board office during regular business hours.

Prospective bidders may obtain a limit of one complete set of documents for bidding purposes.

1.05 EXAMINATION OF DOCUMENTS AND PROJECT PREMISES

Upon submitting a bid, it is presumed that the bidder has acquainted himself with the Specifications prepared by the County. 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.

Bidders will have the opportunity and are required to attend at least one bidder's conference to inspect the project premises on April 19, 2022 and April 21, 2022 at 9:00 AM. Contact Kyle Richards (217) 918-2486 for questions. Bidders must provide their own ladder or other equipment if desired and provide proof of insurance if they intend to use the ladder or gain access to any roof area. Such inspections are done at the risk of the bidder and the County shall not be liable for any injury arising from any injury during the inspection of the building. Partaking of this bid process shall constitute acceptance of this condition.

1.06 INTERPRETATION OF DOCUMENTS

Interpretations of the meaning of the Bid Requirements, or of the bid Contract Documents will be valid only if issued in writing by the County as Addenda. Such Addenda will be issued no later than three days prior to the date for receiving bids. Each Addendum will be numbered and dated and issued to all prospective bidders of record at the time of issuance. Bidders may receive such addenda by providing their email to krichards@vercounty.org. The interpretations or clarifications made other than by such written Addenda will not be binding upon the County. Each bidder submitting a bid must acknowledge receipt of Addendum received in the blanks provided for this purpose in the proposal form.

Should a bidder find discrepancies in, or omissions from the Documents, or should he be in doubt as to the meaning of any requirements in the Documents, he shall at once notify the County in writing, but in no event later than seven days prior to the date for receiving proposals. Conflicting requirements brought to the County's attention subsequent to seven days prior to the date for receiving bids will be subject to the County's decision and at no additional cost to the County.

1.07 SUBMISSION OF BIDS

Bids will be received at the time and location stated in the Invitation for Bids, page one.

Bids received after the time set for receiving bids will not be considered.

1.08 MATERIAL

No re-built. re-conditioned. re-furnished or previously used equipment is acceptable. Refer to the description of the scope of work, marked as Exhibit "A" for further specifications.

1.09 METHOD OF AWARD- LOWEST QUALIFIED BIDDER

If at the time a Contract is to be awarded, the lowest base bid submitted by responsible bidder, including listed addenda, do not exceed the amount of funds then estimated by the County as available to finance the Contract, the Contract will be awarded based upon the base bids and the listed alternates based on criteria as outlined in this paragraph and paragraphs 1.10-1.12 below.

1.10 RETAIL SALES TAX EXEMPTION

Retail sales taxes shall not be included in the bid amount.

1.11 ADDITIONAL CONDITIONS

Prices must include delivery. Any damaged item must be replaced by the successful bidder.

All bidders must provide evidence of compliance with Federal Equal Opportunity Employment requirements and the Illinois Human Rights Act; produce evidence of a

federal employer tax number, proof of insurance in the amounts shown in contractor's addendum, attached.

The bidder must state payment terms expected and provide adequate proof of ability to complete the project by performance bond or other adequate security acceptable to the County.

Any subcontractors must be identified in the Bid.

The award of the bid is not assignable without the written consent of the County.

1.12 AWARD OF CONTRACT

A. The County reserves the rights to waive any informality in or to reject any or all bids and to accept any bids deemed most favorable to the interest of the County after all bids have been examined and tabulated.

B. The County may award a contract on individual items within a particular group or on the total group of items.

C. Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interests of the County to accept. In awarding the contract, in addition to price, the County will consider:

a. the ability, capacity, and skill of the bidder to perform the contract to provide the service required;

b. whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;

d. the quality of the performance of previous contracts or services;

e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. the quality, availability, and adaptability of the supplies or contractual services to the particular use required;

h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

i. the overall design and efficiency of the proposal for the purposes of heating and cooling. Proposal may outline different options, for example the number of needed boilers, and the County may choose a design or proposal that differs from the County's current configuration if in the sole discretion of the County the proposal is overall in the best interests of the County and achieves the heating and cooling needs of the

building efficiently and economically and is of sufficient reliability expected in the HVAC field for like sized projects.

D. The County shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other money due the County.

MISCELANEOUS TERMS:

1. QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.

B. All materials and work must comply with the description and scope of work attached to this bid as Exhibit "A" unless the bidder is offering a better or superior option and then only with the consent of the County Board Chairman in writing.

D. Source Limitations: No used materials will be accepted.

2. SAFETY AND SITE ISSUES

The successful bidder must supply appropriate dumpsters, if needed, and provide for cleanup of any debris.

All applicable rules of Illinois OSHA, where required, will be observed.

3. DELIVERY, STORAGE AND HANDLING

Bidder shall:

Protect materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation. The County will be liable for items damaged or mishandled during delivery, storage or handling and installation.

4. WARRANTY

A. Contractor's Warranty: The contractor shall warrant the products with respect to workmanship and proper application for one (1) year from the effective date of the warranty issued by the manufacturer.

B. Manufacturer's Warranty: The County will have the benefit of any manufacturer's warranty and that will be provided to the County.

BID FORM

TO: County Board Office

Attn: Repair Vermilion County Administration Building (VCAB)

Vermilion County Board Office 2nd Floor
201 N Vermilion
Danville, IL 61832

FOR: Repair Work HVAC System VCAB

FROM: _____

The undersigned having familiarized himself with all requirements of the proposed Contract Documents as prepared by the County and duly issued Addenda to said Documents, having attended at least one on-site bidder's conference, as acknowledged herein, proposes to furnish all things as required by said Documents and Addenda thereto for Base Bid stated below.

BASE PROPOSAL: For the HVAC Repair, the bid amount is:

_____ Dollars (\$ _____).

Notes:

TIME OF COMPLETION

If awarded the contract, the undersigned agrees to commence work as bid herein on the date of the Notice To Proceed issued by the County, and to complete the project not later than 120 Days after the Notice to Proceed is issued unless there is a delay agreed upon by the County and bidder in writing.

Bid Form Page 1

BID FORM - CONTINUED

BID FORM

TO: County Board Office

Attn: Repair Vermilion County Administration Building (VCAB)

Vermilion County Board Office 2nd Floor
201 N Vermilion
Danville, IL 61832

FOR: Repair Work HVAC System VCAB

FROM: _____

The undersigned having familiarized himself with all requirements of the proposed Contract Documents as prepared by the County and duly issued Addenda to said Documents, having attended at least one on-site bidder's conference, as acknowledged herein, proposes to furnish all things as required by said Documents and Addenda thereto for Base Bid stated below.

BASE PROPOSAL: For the HVAC Repair, the bid amount is:

_____ Dollars (\$ _____).

Notes:

TIME OF COMPLETION

If awarded the contract, the undersigned agrees to commence work as bid herein on the date of the Notice To Proceed issued by the County, and to complete the project not later than 120 Days after the Notice to Proceed is issued unless there is a delay agreed upon by the County and bidder in writing.

BID FORM - CONTINUED

ADDENDUM RECEIPT

Receipt of the following Addenda to the Proposal Requirements and Contract Documents are acknowledged:

Addendum No. _ Dated _

Addendum No. _ Dated _

Addendum No. _ Dated _

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

BID GUARANTEE

The undersigned agrees that the County shall have the right to retain this bid for a period of Sixty (60) days from the date of receiving bids and guarantee the amount or amounts set forth herein to be firm for the same Sixty (60) day period.

It is understood and agreed that the County reserves the right to award the contract to his best interests, to reject any or all bids, to waive any informalities in the bidding, and to hold all bids for the bid guarantee period.

Signed this ____ day of _____, 2022.

Business Name Business Address

Telephone: _____

Attest by Corporate officer (if corporation): _____

EXHIBIT "A"

SUMMARY OF BID SPECIFICATIONS

VERMILION COUNTY ADMINISTRATION BUILDING

201 N VERMILION STREET, DANVILLE, IL 61832

HVAC RFP INFO

The building is 67,645-square-foot and there are 46 heat pumps in various sizes, some of which are located in the ceilings and some of which are located in the attic of the building

Replacement of water source heat pumps, boilers, and Bacnet system

Must be HVAC Certified

Must supply own tools and equipment

Must follow local codes

Must come look at HVAC system prior to submitting a bid

Bid entry within two weeks of being posted

Upon arrival at Required Bid Conference you will receive a list of the current heat pumps for sizing purposes. Bidders must be aware of all necessary sizes for bid purposes

Any existing 410A units will be kept by the County for replacements and must not be disposed of or damaged

Contractor's Addendum

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 County with certificates of insurance naming the County, 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 upon request 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 attorney's 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 Illinois Occupational Safety and Health Act (OSHA) standards. 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.

Miscellaneous

Contractor shall allow sixty (60) days for any payment to be processed as required under the Local Government Prompt Payment Act, 50 ILCS 505/1.

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 60 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