



---

**Vermilion County, Illinois**  
**Request for Proposal**  
**Courtroom Evidence Presentation System**

---

**Date:** 05/03/2022

**RFP Title:** Courtroom Evidence Presentation System

The County of Vermilion is requesting a proposal and quote for a Courtroom Evidence Presentation System for 4 courtrooms located at the Vermilion County (Rita B. Garman) Courthouse, 7 N Vermilion, Danville, IL 61832.

**General Requirements:** Original Paper Copy - 2 copies  
Cost Proposal  
References  
Certificate of Insurance

**Submission & Bid Opening Location:** Bill Donahue  
County Board - 2nd floor  
201 N Vermilion St  
Danville, IL 61832

**Submission Date & Time:** 05/31/2022 at 10:00 CST

**Bid Opening Date & Time** 05/31/2022 at 10:00 CST

**Contact Person:** Bill Donahue (217) 554-6000  
william.donahue@vercounty.org

**Vermilion County, IL  
Request for Proposal  
Courtroom Evidence Presentation System**

---

**Table of Contents**

**Procurement Schedule and Response Format**

- I. Introduction ..... 3**
- II. Response Format ..... 5**

**Statement of Work**

- I. Overview / General Information ..... 6**
- II. Background: Technology Environment ..... 8**
- III. Scope of Services ..... 9**

**Evaluation Process and Criterion..... 13**

**Attachment A: Cost Proposal ..... 15**

**Contractor’s Addendum ..... 16**

## Procurement Schedule and Response Format

---

### I Introduction

Vermilion County, Illinois is soliciting proposals from qualified service providers to provide and install a Courtroom Evidence Presentation System for 4 courtrooms located at:

Vermilion County (Rita B. Garman) Courthouse  
7 North Vermilion  
Danville, IL 61832

The Schedule for this request for proposal is as follows

Activity	Date
RFP Release	05/03/2022
Deadline for Question Submission	05/23/2022
Deadline for Proposal Submission & Bid Opening	05/31/2022
Notification of Selected Vendor	06/30/2022
Notice to Proceed (contract signed)	07/15/2022

#### A. Bidders Conference

There will be no bidders conference for this proposal. Bidders may contact Karen Rudd at Technology Services for a walk-thru of the building site and courtroom locations.

#### B. Question Submission

All questions pertaining to this request and/or the scope of services should be directed to:

Karen Rudd, Technology Services Director  
phone: 217-554-6060  
e-mail: [karenr@vercountv.org](mailto:karenr@vercountv.org)

## Procurement Schedule and Response Format

---

### 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 5.
2. **Delivery:** Proposals may be mailed or hand delivered to the following address:

**Courtroom Evidence Presentation System  
Bill Donahue, Vermilion County Board  
201 N Vermilion St - 2nd 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 on 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 vendor is deemed necessary by the County. Vermilion County reserves the right to reject all RFPs in their entirety. 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.**

## Procurement Schedule and Response Format

---

### 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: Courtroom Evidence Presentation System**

---

### **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 2nd 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 this 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.

## **Statement of Work: Courtroom Evidence Presentation System**

---

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. Vendor 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 Courthouse Technology Environment

The following is an overview of the technology environment of the Vermilion County Courthouse.

#### IT Staff and Structure

##### Technology Services

Karen Rudd, Director	<a href="mailto:karenr@vercounty.org">karenr@vercounty.org</a>	(217) 554-6060
Brian Talbott, Assistant Director	<a href="mailto:btalbott@vercounty.org">btalbott@vercounty.org</a>	(217) 554-6060

##### Hardware Footprint

Windows 10 Dell pc's  
Dell Servers (most are virtualized)  
AT&T internet fiber connection to Courthouse  
Aruba JL684A – 370W POE switches

##### Existing Courtroom Environment

Vermilion County has existing equipment in each of the 4 courtrooms.

- Courtroom 1B
- Courtroom 3B
- Courtroom 4A
- Courtroom 4B

The vendor must be able to utilize the existing equipment into the evidence presentation system.

##### Current courtroom equipment (per courtroom):

- Courtroom Sound System (Sure)
- Network color laser printer (to be located by the court clerk's area)
- 12 monitors (1 – Judge, 2 – attorney, 7 jury box, court clerk, a/v cart)
- Laptop located at podium for attorneys to present evidence presentation
- A/V cart with large monitor, speakers and courtroom camera for zoom meetings or displaying evidence.
- Network rack provided to hold equipment for adjoining courtroom closet
- APC battery backup for the network rack equipment

##### Vermilion County is responsible for installing and providing:

- Networking, power and required cabling

### III. Scope of Services

Services being sought are for the purchase and delivery of a Courtroom Evidence Presentation System as well as the installation, maintenance, service and repair at the following location:

Vermilion County (Rita B. Garman) Courthouse  
7 North Vermilion  
Danville, IL 61832

4 Courtrooms: 1B, 3B, 4A, 4B

This solicitation is for the purchase and delivery of the material and professional services necessary to complete an upgrade to the court's existing evidence presentation system.

The proposal must be a turnkey solution fully implemented to meet all the specifications cited.

*All travel costs are the responsibility of the contractor, and parking will be available at the project site.*

#### **General Requirements:**

**01. Must be compatible with current and future environments.**

a. 4 courtrooms require:

- i. An evidence presentation system located at a fixed podium that can display information at all or selected monitors in the courtroom.
- ii. The podium will also contain a document camera and a Blu-Ray player as a source video/audio inputs.
- iii. The system video source selection, audio controls, and all other system functionality are managed via a touch panel located at the courtroom clerk station.
- iv. Input video sources are displayed across 14 monitors located through the courtroom. (7) jury box, (1) judge, (2) attorney tables, (1) witness stand, (1) court clerk, (1) judge's bench, (1) existing a/v cart. All monitors have been previously purchased except the witness stand which requires a touch screen for annotation.
- v. The system has annotation capabilities from two touchscreen monitors – one located at the podium and the other located in the witness box.
- vi. The courtroom clerk must have the ability to mute all or selected monitors.

- b. Vendor must be able to integrate current equipment and existing networking provided (or identify what existing equipment would need to be replaced).
- c. The vendor must indicate the expected useful life span of the proposed system.
- d. The vendor must describe how local installations will be individually managed, including an on-site assessment of each courtroom. Components of any existing system in the courtroom should be evaluated and retained where possible.

**02. Audio System**

- a. Must provide a controller for the existing audio system in each courtroom.
- b. The courtroom clerk must have the ability to mute all or selected microphones.
- c. The courtroom clerk must have the ability to manage the sound of individual microphones.
- d. Must provide an ADA assistive listening device(s) to be used by hearing impaired parties in the courtroom.
- e. The audio system does not require recording capability.

### 03. Video Component

- a. Must provide a courtroom evidence presentation system that allows for the following:
  - i. Must provide a (fixed) podium at the front of the courtroom for the evidence presentation equipment.
  - ii. The podium must include a laptop shelf with inputs (HDMI, VGA+a).
  - iii. Must provide a professional grade Blu-Ray player that plays previously recorded content that is stored on CDs, DVDs and Blu-ray discs.
  - iv. Must provide speakers for the evidence presentation.
  - v. The evidence presentation system must be able to display evidence to all or selected monitors throughout the courtroom. These monitors are to be controlled by an operator at the clerk's area to turn on/off individual monitors. (Must work with existing monitors, but will need to provide a new touchscreen monitor at the witness stand.)
  - vi. Must provide a document camera (1080p resolution) at the podium to allow an individual to take a picture of evidence and display it on the a/v cart screen or various monitors. (Must work with existing a/v cart and monitors.)
  - vii. Must provide a capture package to interface to clerk computer via USB 3.0 to capture annotated images.
  - viii. Must provide for a confidence monitor at the podium with annotation capability to allow the operator to circle or identify the evidence displayed on the screen.
  - ix. Must provide a touchscreen monitor (and tilting monitor mount) for the witness stand to allow the witness to circle or identify the evidence displayed on their screen. (annotation capability)
  - x. Must be able to use the existing laptop (Dell Precision, Windows 10, H&B 2021, Adobe Pro) provided at the podium or allow an attorney to connect at the podium to display evidence.
  - xi. Must allow attorneys to wirelessly connect and present evidence from their individual tablet, laptop, smartphone or other (iOS, Windows, Android) devices to display evidence to the various monitors.
  - xii. 1x8 DA to feed HDMI to OFE jury monitors.
  - xiii. Must provide an image generator package (puts X on monitors, when blanked by judge during override/publish).
  - xiv. Video distribution infrastructure (digital encoders and decoders at video input/output locations, and matrix switching equipment)

- xv. 5 year on-site warranty.
- xvi. Training.
- xvii. Shipping included.

**04. Vendor Requirements**

- a. Vendor must be willing to demonstrate their evidence presentation system on-site.
- b. Vendor must describe its capability to facilitate audio visual display of multimedia evidence in the courtroom.
- c. Vendor must describe the required rack location and requirements.
- d. Vendor must detail how it will provide technical support between the hours of 7:30 a.m. and 5:30 p.m. CST, Monday through Friday (excluding federal and state holidays).
- e. Vendor must describe its process for troubleshooting and resolving issues with the courtroom technology installation, including response times.
- f. Vendor must also describe how training on the courtroom technology will be provided to the local court staff at the time of installation and on an on-going basis, as requested by the court.
- g. Vendor must provide an available start date for work to begin on courtroom updates if awarded a contract as well as the approximated timeline for the completion of 4 courtrooms.

**05. Pricing – Vendor must provide itemized costs per courtroom for:**

- a. Equipment
- b. Implementation Services
- c. Installation
- d. Ongoing support and training

**06. Experiences and References**

- a. The courtroom environment has specialized audio visual needs. Respondent should describe their experience that they have with work in the courts (whether federal, state or local).
- b. Must provide 2 letters of recommendation with its response to this RFP.
- c. Must be able to pass a security background check.

## Evaluation Process and Criterion

In order to be considered, the proposer's team must have implemented the proposed solution in at least two government locations (preferably 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.

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 specified in the bid.
- j. The County shall not accept the bid of a contractor who is in default on the payment of taxes, license fees, or other money due the County.

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 two 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

---

### Courtroom Evidence Presentation System RFP Cost Proposal Form

By having examined the proposal requirements, specifications, and understanding of County's objective, we propose the following pricing provision of **Courtroom Evidence Presentation System** for the Vermilion County (Rita B. Garman) Courthouse, which is best suited, beneficial, advantage, and cost saving to the County.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Contact Phone and e-mail:** \_\_\_\_\_

**Time Frame (days)** \_\_\_\_\_

**Total Costs per Courtroom: Equipment, Installation, and testing**

**Courtroom 1B** \_\_\_\_\_

**Courtroom 3B** \_\_\_\_\_

**Courtroom 4A** \_\_\_\_\_

**Courtroom 4B** \_\_\_\_\_

**Other One-Time or Re-occurring costs**

Item / Description	Cost
_____	_____
_____	_____
_____	_____
_____	_____

**Total Project Costs:** \_\_\_\_\_

## 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 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 of a 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.

**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 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