## **VILLAGE OF ORLAND PARK, ILLINOIS**

### **REQUEST FOR PROPOSALS**

DIGITAL COPIERS
AND
MANAGED PRINT SERVICES

## **ISSUED**

Thursday, April 30, 2009

**PROPOSALS DUE** 

Tuesday, May 19, 2009 11:00 A.M.

### **TABLE OF CONTENTS**

		Page
l.	INSTRUCTIONS TO PROPOSERS	
	<ul> <li>Overview</li> <li>Requirements of Proposal</li> <li>General Provisions</li> <li>Proposal Submission Requirements</li> <li>Evaluation of Proposals</li> <li>Proposal Submittal Checklist</li> </ul>	5 13 16
II.	REQUIRED PROPOSAL SUBMISSION DOCUMENTS	19
	<ul> <li>Proposal Summary Sheet</li> <li>Digital Copier Cost Sheet</li> <li>Digital Copier Specifications Sheet</li> <li>Business Organization</li> <li>Certificate of Eligibility to Enter into Public Contracts</li> <li>Sexual Harassment Policy</li> <li>Equal Employment Opportunity</li> <li>Tax Certification</li> <li>References</li> <li>Insurance Requirements</li> </ul>	
III.	ADDITIONAL INFORMATION	
	Sample Standard Form Contract	55

#### I. INSTRUCTIONS TO PROPOSERS

#### **OVERVIEW**

The Village of Orland Park is requesting proposals from interested parties qualified to provide Digital Copier and Managed Print Services on a per print fee basis. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than 11:00am, local time, on Tuesday, May 19, 2009. No consideration will be given to proposals received after the above stated date and time. Proposers must submit two (2) complete, sealed, signed, bound and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: Village of Orland Park – Digital Copier and Managed Print Services- RFP and addressed to:

Village of Orland Park Village Clerk's Office 14700 S. Ravinia Avenue Orland Park, Illinois 60462

Submitted proposals must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

## THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

Denise Domalewski, Contract Administrator Village of Orland Park 14700 S. Ravinia Avenue Orland Park, Illinois 60462 Email: ddomalewski@orland-park.il.us

Fax: (708) 403-9212

by the end of business on Thursday, May 14, 2009. No oral comments will be made to any Proposer as to the meaning of the RFP, Specifications or other contract documents. Answers to submitted questions will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive

documents, visit the site or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

#### **REQUIREMENTS OF PROPOSAL**

#### **Scope of Services**

The Village of Orland Park, Illinois is requesting proposals from interested parties qualified to provide Digital Copier and Managed Print Services on a per print fee basis. The selected proposer must be able to provide a minimum of three (3) color and twenty-seven (27) black and white digital copiers at the time of award and the Village reserves the right to request additional copiers in the future should the need arise.

#### Goods and Services to be Provided

The Village of Orland Park currently operates a copy and image reproduction system through a traditional model of equipment ownership and maintenance agreements. In an effort to examine alternative image production and reproduction approaches, the Village is seeking proposals from companies with expertise in providing the suite of image capabilities (i.e., printer, copier, fax, etc.) required by the Village and charging on a per print fee basis.

The Village of Orland Park requests proposals for a minimum of three (3) color and twenty-seven (27) black and white digital copiers that will replace the machines currently utilized by the Village. The Village reserves the right to request less than the minimum listed at the time of award as it may choose to replace individual copiers currently utilized as the maintenance agreements on these copiers expire. The Village will make one award to a qualified proposer to provide Digital Copier and Managed Print Services on a per print fee basis for all equipment. The proposed equipment must provide at a minimum the same functionality offered by the current machines owned and operated by the Village. The Village reserves the right to add equipment during the term of the negotiated agreement at the same or lower prices than those proposed.

The following is a list of copiers currently utilized by the Village, along with the copier location and average monthly usage. (Copier location: VH – Village Hall, PF – Police Facility, FLC – Franklin Loebe Center, RDC – Robert Davidson Center, PWF – Public Works Facility).

		Average	Volume	Annual Maintenance
Model	Copier Location	Monthly Usage *	Band	Fees***
Konica 7022	VH - Lobby	<1,000	Low (30cpm)	\$346.62
Konica bizhub350	VH – Finance Cashier's Office	1,000	Low (30cpm)	\$130.00
Konica 7075	VH – Finance Mailroom	20,000	High (85cpm)	\$2,662.22
Panasonic DPC262	VH - Clerk's Office (Color)	3,000	Medium (34cpm)	\$1,920.00
Konica 7135	VH - Mayor's Office	<1,000	Low (30cpm)	\$431.97
Copystar GS5035	VH – Parks Department	2,000	Low (30cpm)	\$450.00
Konica 7155	VH - Development Services – Planning	7,500	High (85cpm)	\$916.95
Konica 7155	VH - Development Services – Building	18,000	High (85cpm)	\$1,767.15
Konica 7155	VH - Administration	4,000	Low (30cpm)	\$829.50
Sharp MX5500N	FLC – Office (Color)	18,000	Medium (34cpm)	\$6,575.00
Copystar CS2050	Civic Center – Office	<1,000	Low (30cpm)	\$375.00
Sharp AR336	Officials	1,000	Low (30cpm)	\$1,298.00
Canon IR5000	Cultural Center	<1000	Medium (50cpm)	\$960.25
Brother DCP8065DN	RDC	<1,000	Low (30cpm)	\$0.00
Konica 7155	Public Works – Front Office	8,000	Low (30cpm)	\$629.48
Toshiba 2860	Public Works – Command Room	2,000	Low (30cpm)	\$595.00
Konica C300	Sportsplex - Main Office (Color)	1,500	Medium (50cpm)	\$1,710.00
Konica 7165	Sportsplex – Main Office	11,000	High (85cpm)	\$2,775.74
Konica bizhub600	PF – Administration	7,000	High (85cpm)	\$469.00
Konica bizhub600	PF – Investigations	6,000	High (85cpm)	\$1,324.00
Konica 7165	PF- Patrol	8,000	High (85cpm)	\$1,375.50
Savin 2055DP	PF- Records	11,000	High (85cpm)	\$4,260.00
(4) New	VH - Administration	20,000*	High (85cpm)	
(2) New	PF- Investigations	20,000*	High (85cpm)	
(2) New	PF- Records	20,000*	High (85cpm)	
Various	HP Printers	N/A**		

<sup>\*</sup>Additional copiers desired – average monthly usage is an estimate

\*\* HP printers may be replaced in the future with new multi-function devices

\*\*\* All maintenance contracts include labor, parts, drums, rollers, blades PM kits, Developer and Toner. Staples and paper are excluded.

#### Qualifications

Proposers should describe the experience of its firm and its involvement in projects of similar size and scope. Proposer should include the names of at least three (3) references and provide address and telephone information for each reference. Proposers grant the Village permission to contact said references and ask questions regarding prior work performance.

Proposer should provide background information on the proposers firm, including, but not limited to, the age of the business, the number of employees, how customer satisfaction is measured on an ongoing basis, and the number of manufacturer trained and certified service technicians working for the proposer with Illinois as their "home base" location. Also describe, in detail, the in-house leasing company and other pertinent financial data that will permit the Village to determine the capability of the proposer to meet all contractual requirements. The contract, if awarded, may not be transferred or assigned by the Proposer.

#### **Technical and Business Specifications**

#### General

All copiers are to be new and current and must be manufactured new with no used parts. All proposed copiers must be able to perform without frequent down time and effectively and efficiently produce high quality laser black and/or color images, using recycled paper with a minimum post consumer content of thirty percent. Proposals must include descriptive literature on machines proposed. Such literature must include at a minimum the specifications regarding copy speed, reduction/enlargement, document feeder, sorter and bins, electrical requirements, and energy consumption. The Village shall be the sole judge of the acceptability of any item offered.

#### Copier Functionality

Please complete a Functional Specifications Form included in Section II of this RFP for each copier proposed. Please indicate which features are optional. Please pay close attention to the functional requirements of each copier, as not all departments require the same functionalities.

#### Additions and Deletions

The Village of Orland Park reserves the right to eliminate copiers from the contract based on departmental relocation or reduction of copy volume due to budgetary or other reasons. The Village reserves the right to add additional machines or upgrade existing at the proposal prices (or then current prices if lower).

#### Networking/Printing/Scanning

Some copiers may be networked into the Villages' network and accessed through staff's existing computers. These machines will be located in various buildings throughout the Village.

The following connectivity information has been supplied in order to facilitate the Proposer's response.

- Power outlets that will be provided:
  - o 115V 15 amp, less than 55PPM B/W, business color, NEMA 5-15R
  - 2. 220V 20 amp 85PPM+ B/W, NEMA 6-20R
- Lan Types, Wiring, Protocols:
  - Network type: Ethernet
  - o Ethernet: 100BaseT & Gigabit
  - Wireless: NoneEncryption: None
  - Network cable: CAT5E
  - Protocols: TCP/IP
- Client Computers Requiring Access to Device
  - Microsoft Windows XP SP2 & Vista SP1
- Software Applications that will Print/LAN to Device
  - o Microsoft Office 2003 & 2007
  - o Adobe Pro 7, Standard 7
  - Parking ticket system, miscellaneous applications
  - Applications requiring post script Desktop Publishing & Graphic Design
  - DOS applications located in the Police Facility
- Print Requirements
  - Village will provide an active network drop and cable
  - Village will not provide an IEEE 1284 parallel cable
- Scan to Email Requirements
  - SMTP relay will not be allowed from the device

- Network Scanning Requirements
  - Workstations will need to scan
  - o Scanning solution will not be installed on a dedicated server

Please provide the following information to assist in identifying the technical requirements of networking the proposed copiers.

- Electrical Requirements
  - o Amps
  - Voltage
  - o Circuitry
- Environmental Requirements
  - o Power Consumption
  - Server Requirements
  - Software Requirements
  - Network Interface
  - Network Protocol

Please indicate whether a dedicated electrical line will be necessary for the copier/printer.

The successful bidder shall make prior arrangements with the Village's MIS staff for installation of the networked machines.

#### **End User Printing**

Please detail in your proposal the options the end user has when printing from a PC rather than a walk up copier. Please note any functionality that is gained or lost by printing rather than copying.

Please detail the information conveyed at the desktop regarding the status of the print job, including but not limited to, place in the queue, expected time until completion of job, whether job has been completed, empty paper trays, and paper jams.

Please describe the confidentiality features associated with a print job, and indicate which features are standard with a networked system.

Please indicate whether jobs can be scheduled to be printed at a future date and time.

#### Invoicing

Invoices shall be submitted to the Village's Accounts Payable Department. Monthly invoicing is preferred. Invoicing must conform to the Village's payment schedule. The Village shall not be responsible for any late fees or finance charges due to untimely

receipt of invoices. Invoices must be itemized by copier. Invoices must include the number of copies run on each machine during the billing cycle. Please describe in the proposal how copier counts, reports, and invoicing will be accomplished.

#### **User Friendliness**

The key pad should be easy to read and understood. The steps required to perform standard functions should be intuitive and not excessive.

#### Maintenance

Equipment shall be kept in good working order so that work delays and copy problems are minimized. In the event that a copier exhibits continuing breakdowns or poor copy quality for two consecutive months the Village reserves the right to stop payment, reject the copier, and receive an acceptable replacement copier for the duration of the contract.

The selected vendor must respond within two (2) hours after it receives written or oral notice of a service call for a breakdown in the equipment. The two hours shall begin to run from the time the vendor receives the telephone call directly, the time a fax is confirmed as received, or the time a service call is left on an answering machine or voice mail.

The selected vendor must send a service technician to repair the equipment within four (4) hours of the service call and must repair the equipment on the same business day if the call is placed before 1 pm. All return service calls and on-site responses shall be made during Village business hours (generally 8:00 am to 5:00 pm), Monday through Friday.

Service technicians must be courteous, professional, and have proper identification.

The selected vendor shall take meter readings on the last working day of each month. The Village shall be given a copy of these meter readings along with a detailed service report on each copier placed, on a quarterly basis, so as to aid in monitoring individual copier performance. No monitoring or data collection software is to be installed on the Village's network or desktop computers. SMTP Relay will not be allowed from any device.

The following questions should be answered or information provided in each proposer's response.

- How are machine service problems communicated?
- How are service calls communicated to the proposer's technical force?
- How and when do service technicians communicate with the customer who places the initial service call?
- Is service available at times other than normal working hours? Explain.
- List the type of technology each service technician uses to monitor and track workload, customer calls, retrofits, service histories, etc.

- Provide a detailed description of service technician training and certification procedures.
- How will you ensure response time?
- How will you ensure that a problem reported before 1:00 pm will be resolved by end of the same day?
- Are service technicians dedicated to an account?
- Describe the proposer's preventative maintenance program and how preventative maintenance is scheduled.
- Describe the service history reports the proposer can provide for the proposed equipment.
- How are meter readings submitted?

#### **Supplies**

Toner and staples shall be provided at no charge. Please describe any additional supplies that the Village will be required to purchase. Please describe the start up supplies that will be provided with each machine.

#### Implementation

Please detail the transition process from the current fleet to the new fleet that will ensure departments have uninterrupted access to copiers. Please indicate any deadlines, duties or responsibilities the Village will need to undertake to aid the selected vendor with a smooth transition. The selected vendor will be required to visit and inspect present copier locations for size, ventilation, convenience, efficient arrangement, etc.

Please detail the disposition plan for the Village's current equipment.

#### **Training**

No more than one day after the delivery and installation of the equipment, the selected vendor must provide sufficient instruction and/or training to ensure that the equipment is operated and maintained so as to perform to the full extent of its performance capabilities. These instructions and/or training sessions must be provided by trained and certified personnel.

Describe the user training offered for each machine. As indicated herein, the copiers will be located in different locations. On site training must be provided for each machine. Please describe how you would schedule this training, the maximum number of people that would attend at one time, and any documentation or training booklets that will be provided. Is refresher training offered; is there a cost associated?

#### **Documentation**

The selected vendor shall provide as many copies of instruction manuals as requested by the Village.

#### **Additional Information**

Please provide any additional information that you believe may help the Selection Committee in evaluating your proposal. Such information may include machine functionality not addressed in the RFP, alternative financing arrangements, or additional services.

#### Removal of Equipment

Please describe your process for removing your equipment at the end of the lease, if selected.

#### **GENERAL PROVISIONS**

#### Contract

The successful proposer will be required to enter into a standard form Contract for Services (see Section III), subject to modifications, with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of award of the contract. The proposer shall also include a copy of their standard contract terms and conditions with the RFP for review of the Village or they will not be considered or utilized in the contract process.

Should the selected vendor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's requirements, the selected vendor may be liable for consequential damages resulting directly from their negligent acts.

#### **Length of Contract**

The term of the Contract for Services herein granted shall be two (2) years commencing on the date of contract signing, with the option to renew the contract for three (3) additional one-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.

#### **Proposal Price**

The submitted proposal price shall be cost per image basis and include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. Please specify black and white and color costs per image and state if there is a minimum usage charge per copier per month. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

#### **Incurred Costs**

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

#### Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

#### **Assignment**

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

#### Compliance with Laws

The proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

#### **Insurance Requirements**

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing vendors are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

#### Indemnification

The selected Proposer shall indemnify and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

#### PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit two (2) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall be the forms with the original signatures and the unbound copy may be a photocopy.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

#### **Narratives**

All Narratives described on pages 6-12 MUST be included with the proposal.

#### **Digital Copier Cost Sheet**

Please complete the Digital Copier Cost Sheet from Section II for each department and required copier.

#### **Functional Specifications**

Completed Functional Specifications Forms from Section II must be included with submitted proposals. Please indicate which features are optional. Attach additional sheets if necessary.

#### Certifications

All certifications and forms in Section II must be completed and submitted with the proposal.

#### Insurance

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverage and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverage the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

#### **EVALUATION OF PROPOSALS**

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, quality of proposed machines and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

#### **Negotiations**

The Village of Orland Park 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 Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

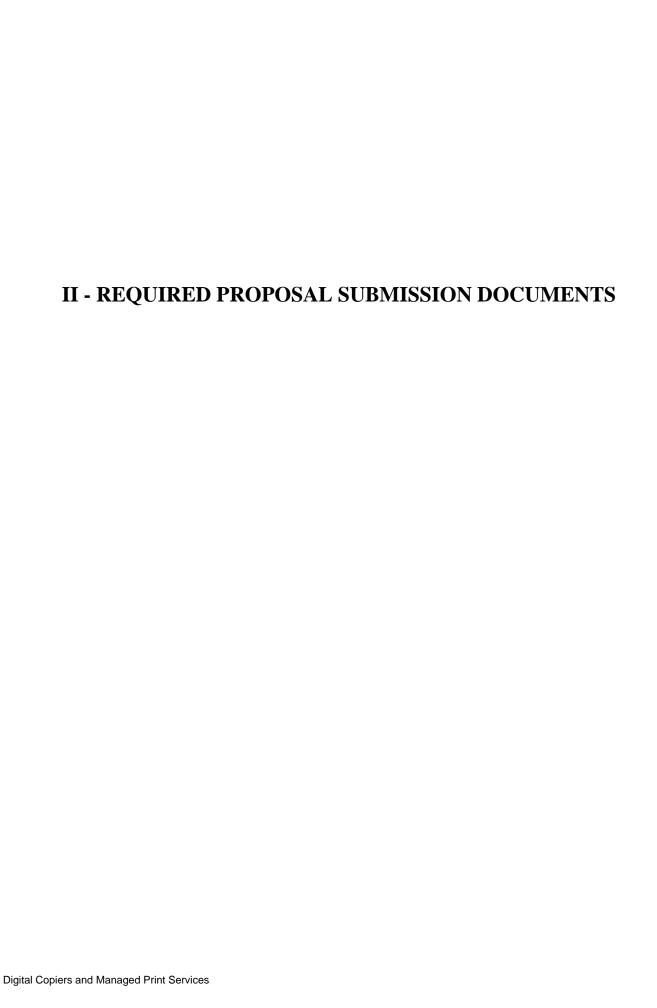
#### **Award**

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

#### PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope Addressed to the Village of Orland Park, Village Clerk's Office, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: Village of Orland Park - Digital Copiers and Managed Print Services - RFP, in the lower left hand corner.
- Proposal Proposer must submit **two (2) complete**, **signed**, **sealed and attested bound copies of the proposal and one (1) complete**, **identical**, **unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements <u>in each copy</u> in order to be considered responsive. The bound copies shall have forms with original signatures and the unbound copy may contain photocopies.
- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration.
- All forms completed from Section II:
  - o Proposal Summary Sheet
  - Digital Copier Cost Sheet
  - Digital Copier Specifications Sheet
  - o Business Organization
  - o Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - o References
  - o Insurance Requirements



### **PROPOSAL SUMMARY SHEET**

## **Digital Copiers and Managed Print Services RFP**

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name:	
Street Address:	
City, State, Zip:	
Contact Name:	
Phone:	Fax:
E-Mail address:	
FEIN#:	
Signature of Authorized Signee:	
Title:	
Date:	
ACCEPTANCE: This proposal is valid for (Note: At least 60 days should be allowed for e	calendar days from the date of submittal evaluation and approval)

#### **DIGITAL COPIER COST SHEET**

Please provide all requested pricing below. Use additional sheets if necessary. The Village has asked for pricing for the base machine, as well as for the machine with all listed options in order to determine a price range. The final per copy price for each copier shall be determined based on the options selected by the Village.

(Copier location: VH – Village Hall, PF – Police Facility, FLC – Franklin Loebe Center, RDC – Robert Davidson Center, PWF – Public Works Facility).

Location/Description of Copier		Make & Model of Proposer Copier	Copies Allowed per Month	Standard Fee per Copy	Overage Charge per Copy
VH - Lobby					
VH – Finance Cashier's Office					
VH – Finance Mailroom					
VH - Clerk's Office (Color)					
VH – Mayor's Office					
VH – Parks Department					
VH – Development Services - Planning					
VH – Development Services – Building					
VH – Administration					
VH - Officials					
FLC – Office (Color)					
Civic Center – Office					
Cultural Center					
RDC					
PWF					
PWF					
Sportsplex (Color)					
Sportsplex					
PF – Administration					
PF – Investigations					
PF – Patrol	Ш				
PF - Records					
	Ш				

## VH - Lobby Copier (will require coin operated attachment)

Specification	Desired	Proposed by Vendor
Copies per minute – letter	25	
Copies per minute – legal	25	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 24 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper 11lb to 32lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Com	anni l	Nama	
COIIII	jany 1	Name:	

## VH- Finance Cashier's Office Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	35	
Copies per minute – legal	35	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17 lb to 32 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 20 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if necessary)		

Company Name:	
1 2	 

## VH - Finance Mailroom Copier

Specification	Desired	<b>Proposed by Vendor</b>
Copies per minute – letter	95	
Copies per minute – legal	49	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb to 110lb index (all sources)	
Three hole punch	Yes	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to	
	ledger, 100 sheet capacity, paper	
	weight to 13 lb bond to 80 lb cover	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Company Name:	
1 2	 

## VH - Clerk's Office Color Copier

30 B/W; 28 Color 30 B/W; 28 Color 4,950 8 ½ x 11, 8 ½ x 14, 11 x 17	
4,950 8 ½ x 11, 8 ½ x 14, 11 x 17	
8 ½ x 11, 8 ½ x 14, 11 x 17	
4511 1 1 0011 1 1	
17lb bond to 90lb index	
No	
Yes	
Feed range from statement to ledger, 50 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Yes	
Yes	
Yes	
600 x 600 dpi	
10 calendar days	
	Yes Feed range from statement to ledger, 50 sheet capacity, paper weight to 13 lb bond to 32 lb bond Yes Yes Yes 600 x 600 dpi

Comp	any Name:	

## VH - Mayor's Office Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	35	
Copies per minute – legal	35	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 24 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

## VH -Park's Department Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	35	
Copies per minute – legal	35	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 24 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Company Name:			
	Company	Nama	
	Company	/ INailie.	

## **VH - Development Services - Planning Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to	
	ledger, 100 sheet capacity, paper	
	weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

## VH - Development Services - Building Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to	
	ledger, 100 sheet capacity, paper	
	weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

## VH - Administration Copier

Desired	Proposed by Vendor
50	
50	
7,650	
8 ½ x 11, 8 ½ x 14, 11 x 17	
17lb bond to 110 lb index	
No	
Yes	
Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Yes	
Yes	
No	
1200 x 600 dpi	
10 calendar days	
	50 50 7,650 8 ½ x 11, 8 ½ x 14, 11 x 17 17lb bond to 110 lb index No Yes Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond Yes Yes No 1200 x 600 dpi

Comp	any Name:	

## FLC – Office Color Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	55 B&W 41 Color	
Copies per minute – legal	55 B&W 41 Color	
Paper capacity	7,600	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	16lb bond to 28 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to	
	ledger, 100 sheet capacity, paper	
	up to 110lb index	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

## **Civic Center – Office Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	35	
Copies per minute – legal	35	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 24 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper 11lb to 32lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if necessary)		
necessary,		

Company Name:
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## VH - Officials Copier

Company Name:	
1 2	

## **Cultural Center Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	50	
Copies per minute – legal	50	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper 13lb to 32lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		


## **RDC Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	25	
Copies per minute – legal	25	
Paper capacity	1,100	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 24lb bond	
Three hole punch	No	
Stapling	No	
Automatic Document Feeder	Feed range from statement to ledger, 50 sheet capacity, paper 13lb to 28lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if necessary)		

Com	any	Name:	

# PW – Front Office Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Company Name:	
1 -	

## PW - Command Room Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	35	
Copies per minute – legal	35	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 24 lb bond	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper 11lb to 32lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

# **Sportsplex - Office Color Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	34 B&W 30 color	
Copies per minute – legal	34 B&W 30 color	
Paper capacity	4,950	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 90lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to	
	ledger, 50 sheet capacity, paper	
	11lb to 32lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	Yes	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

# **Sportsplex - Office Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	11,150	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	Yes	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	No	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Company Name:
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#### **PF - Administration Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	Yes	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

# **PF** - Investigations Copier

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	Yes	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

# **PF - Patrol Copier**

Specification	Desired	Proposed by Vendor
Copies per minute – letter	75	
Copies per minute – legal	75	
Paper capacity	7,650	
Paper drawer sizes	8 ½ x 11, 8 ½ x 14, 11 x 17	
Paper weight range	17lb bond to 110 lb index	
Three hole punch	No	
Stapling	Yes	
Automatic Document Feeder	Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Size reduction and enlarging	Yes	
Duplex	Yes	
Networking	Yes	
Actual Resolution	1200 x 600 dpi	
Lead Time to receive units	10 calendar days	
Automatic Document Feeder		
Other (use separate page if		
necessary)		

Comp	any Name:	

# **PF - Records Copier**

75 75	
<b>5</b> < <b>5</b> 0	!
7,650	
8 ½ x 11, 8 ½ x 14, 11 x 17	
17lb bond to 110 lb index	
No	
Yes	
Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond	
Yes	
Yes	
Yes	
1200 x 600 dpi	
10 calendar days	
	17lb bond to 110 lb index No Yes Feed range from statement to ledger, 100 sheet capacity, paper weight to 13 lb bond to 32 lb bond Yes Yes Yes 1200 x 600 dpi

Com	any	Name:	

# VH/PF – 8 New Copiers

posed by Vendor

Company Name:
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#### **BUSINESS ORGANIZATION:**

Sole Proprietor: An individual whose	e signature is affixed to this proposal.
·	e full names, titles and address of all responsible ownership and a copy of partnership agreement.
Corporation: State of incorporation: Provide a disclosure of all officers and prin incorporation and indicate if the corporation is	cipals by name and business address, date of
• • • •	at the Village of Orland Park reserves the right to rnate proposal, and to waive any informalities in
·	esals, and subject to all conditions thereof, the all is accepted, to furnish the services as outlined.
	(Corporate Seal)
Business Name	
Signature	Print or type name
Title	Date

#### **CERTIFICATION OF ELIGIBILITY** TO ENTER INTO PUBLIC CONTRACTS

#### **IMPORTANT**: THIS CERTIFICATION MUST BE EXECUTED.

I,	, being first duly sworn certify
and say that I am	
(insert "so	ole owner," "partner," "president," or other proper title)
of	, the Prime Contractor
	at the Prime Contractor is not barred from contracting with any unit of
<u> </u>	result of a violation of either Section 33E-3, or 33E-4 of the Illinois r offense of "bid-rigging" or "bid-rotating" of any state or of the United
	Signature of Person Making Certification
Subscribed and Sworn To Before Me This Day of, 200	
Notary Public	

#### SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have <u>written</u> sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

corporation is a party."	State, any	or its political	SUDGIVISIO	ons or any mu	nicipa
		(Name	of	proposal Contractor)	fo
the Village of Orland Park, I harassment policy in place in full	nereby certif	iès that said c	ontractor		,
	By:Autho	orized Agent of (	Contractor	<u> </u>	
Subscribed and sworn to before me this day of	, 200				

Notary Public

#### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- **A**. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- **B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- **C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- **D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- **E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- **F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor 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 Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

	ACKNOWLEDGED AND AGREED TO:
	BY:
	DATE:
Subscribed and Sworn to Before me this Day of, 200	

# **TAX CERTIFICATION**

l,	, having been first duly sworn depose and
state as fol	lows:
I,	, am the duly authorized
age	nt for, which has
sub	mitted a proposal to the Village of Orland Park for
	and I hereby certify (Name of Project)
that	is not
	delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
	a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
	b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
	By:
	Title:
Before me	d and Sworn to this , 200

#### **REFERENCES**

# (Please type) ORGANIZATION ADDRESS CITY, STATE, ZIP PHONE NUMBER\_ CONTACT PERSON\_\_\_\_\_ DATE OF PROJECT\_\_\_\_\_ ORGANIZATION ADDRESS \_\_\_\_\_\_ CITY, STATE, ZIP PHONE NUMBER \_\_\_\_\_ CONTACT PERSON\_\_\_\_\_ DATE OF PROJECT\_\_\_\_\_ ORGANIZATION ADDRESS CITY, STATE, ZIP PHONE NUMBER CONTACT PERSON DATE OF PROJECT Proposer's Name: Signature:

#### **INSURANCE REQUIREMENTS**

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

#### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident \$500,000 – Policy Limit \$500,000 – Each Employee Waiver of Subrogation in favor of the Village of Orland Park

#### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

#### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

#### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

#### **PROFESSIONAL LIABILITY**

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS	_ DAY OF, 200
Signature	Authorized to execute agreements for:
Printed Name & Title	Name of Company

# III – ADDITIONAL INFORMATION

#### SAMPLE CONTRACT VILLAGE OF ORLAND PARK

(Contract for Services)

This Contract is made this	day of	, 200	0 by and be	tween the Villag	e of
Orland Park (hereinafter refe	erred to as the "VI	LLAGE") and			
(hereinafter referred to as the "	VENDOR").				
	WITN	ESSETH			
In consideration of the prom	ises and covenants	made herein by th	ne VILLAGE	and the VEND	OR
(hereinafter referred to collective	vely as the "PARTIES	S"), the PARTIES a	gree as follow	rs:	
SECTION 1: THE Condocuments (hereinafter referred precedence and controls over Contract, including the CONPARTIES and where it modificated to the Contract of the Contract shall be in full force at the Contract of the Contract The Terms and Condition The Request for Propose The Instructions to Propose The Proposal as it is result of Certificates of Insurance Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Terms and Condition of the Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Terms and Condition of the Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT 2: The Proposal as it is result of the Certificates of Insurance SECTION 2: GOODS WORK AND PAYMENT 2: The Proposal as	any contrary provision of the Contrary provision of the Contrary provisions in the Contrary provisions pertaining to the Contrary provisions provisions pertaining to the Contrary pertai	RACT DOCUMENT on in any of the Control on in any of the Control on the control of	TS") however CONTRACT De entire agree CONTRACT DOCUMENTS ts	this Contract to DOCUMENTS. The tement between DOCUMENTS, and unmodified by the contract to th	akes The the the this
Description		Unit Price	Quantity	Total Cost	

(Hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:
The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following for performance of the described services and upon acceptance of the GOODS:
TOTAL COST: and No/100 (\$) Dollars. (hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.
<b>SECTION 3: ASSIGNMENT:</b> VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the VILLAGE.
SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The VENDOR shall deliver the GOODS within (days/weeks/months) of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.
The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously [for [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on] This Contract shall terminate upon completion of the WORK or [year(s)] [month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or

amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or

mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE: To the VENDOR:

Denise Domalewski, Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue Orland Park, Illinois 60462

Telephone: 708-403-6173

Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

Facsimile: e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.

**SECTION 8: TERMINATION:** This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 10: PAYMENTS TO OTHER PARTIES:** The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 11: COMPLIANCE:** VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE	FOR: THE VENDOR
By:	By:
Print Name:	Print Name:
Its: Village Manager	Its:
Date:	Date:
FACSIMILE SIGNATURES SHALL SU	UFFICE AS ORIGINAL  Initial here if faxing