



LEGAL NOTICE

VILLAGE OF ORLAND PARK
INVITATION TO BID # 15-028

BARRACUDA MESSAGE ARCHIVER

The Village of Orland Park, Illinois is soliciting bids for a Barracuda Message Archiver. The Village will receive sealed bids **until 11:00 A.M. local time on Thursday, October 22, 2015** at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, at which time all bids received will be publicly opened and read aloud at Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No bid shall be withdrawn after the opening of the bids without the consent of the Village for a period of sixty (60) days after the scheduled time of bid opening.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter bids.

Bidders must comply with all provisions of State of Illinois and federal laws concerning public works projects including but not limited to the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID #15-028

BARRACUDA MESSAGE ARCHIVER

ISSUED

October 7, 2015

BID OPENING

October 22, 2015
11:00 A.M.

SUBMIT SEALED BIDS TO:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

**VILLAGE OF ORLAND PARK, ILLINOIS
BID #15-028**

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SECTION I – INSTRUCTIONS TO BIDDERS

SUMMARY

The Village of Orland Park (the “Village”) prepared this Invitation to Bid (the “ITB”) to purchase three (3) items related to Barracuda Message Archiver, a cloud-connected message archiving system for efficiency and eDiscovery.

BID SPECIFICATIONS

The Village intends to purchase the items noted below.

No installation or consulting services are required at this time.

The successful Bidder shall provide the following three (3) items:

Item 1:

Manufacturer	Manufacturer Part#	Name	Description
Barracuda Networks	BMA450A1	Barracuda Message Archiver 450 W/1YR	The Barracuda Message Archiver is a complete email archiving solution designed for optimizing email storage, meeting regulatory compliance and e-discovery requirements, and providing anytime/anywhere access to old emails. The Barracuda Message Archiver integrates with all standards-based email servers and provides powerful search, retrieval, and export capabilities for administrators, auditors, and end-users.

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Item 2:

Manufacturer	Manufacturer Part#	Name	Description
Barracuda Networks	BMA450A-PST	Barracuda PST ENT Message Arch 450	Synchronizes archived folders with Microsoft Outlook, search for archived messages and other Outlook data, view and interact with your archived Outlook items, access stubbed attachments, and archive messages.

Item 3:

Manufacturer	Manufacturer Part#	Name	Description
Barracuda Networks	BMA450A-B1	Barracuda Message Arch 1Y Cloud Strg	Allows for Rotating or mirroring data from the Barracuda Message Archiver to Barracuda Cloud.

BID SUBMISSION REQUIREMENTS

CONTACT PERSON

Cynthia Pietrucha
 Purchasing Administrator
 E-mail: purchasing@orlandpark.org
 Fax: (708) 403-9212

QUESTIONS

Bidders may, in writing, ask questions or request clarification about this Invitation to Bid (the "ITB"). All questions related to this bid must be submitted in writing, not later than noon local time on Wednesday, October 14, 2015. **Only written inquiries directed to the contact person listed and received by the question deadline will be given consideration.** No oral comments will be made to any Bidder as to the meaning of the Bid Specifications or other bid documents.

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ADDENDA

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at www.orlandpark.org/bids.aspx. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Bidder 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 Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission. A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

COPIES

Bidders must submit **two (2) complete, sealed, signed and attested hardcopies of the bid**. One (1) hardcopy shall be an **original unbound** version and one (1) hardcopy shall be an **original bound** version. Both hardcopies must contain original signatures. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in both copies in order to be considered responsive.

SEALED BIDS REQUIRED

In order to be responsive, the Village Clerk's Office must receive SEALED BIDS **not later than 11:00 a.m., local prevailing time on October 22, 2015**. Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered.

Bidders must **submit bids in one (1) envelope** labeled *Bid # 15-028 – Barracuda Message Archiver* in the lower left hand corner. All sealed bids must be submitted to the Village Clerk's Office.

All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project.

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REQUIRED FORMS

Bidders shall provide all the information requested in *Section II* of this ITB.

- **Bidder Summary Sheet** must be completed, signed and submitted with the bid. Prices must include all equipment, work and expense necessary to provide the items. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.
- **Affidavit of Compliance** must be completed, signed, *notarized* and submitted with the bid.
- **References** must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility.

WITHDRAWAL OF BIDS

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

OTHER

Each Bidder is responsible for reading this ITB and determining that the Bid Specifications describe the items in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies.

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the items or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office or on the Village's website.

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GENERAL TERMS AND CONDITIONS

Assignment – The successful Bidder shall not assign the work of this Contract without the prior written approval of the Village.

Bid Price - The submitted bid prices shall include all pricing necessary to provide the items in accordance with the Bid Specifications in this ITB. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bid Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.

Changes in the Scope of Work - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

Compliance with Laws – The Bidder 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 bids or the performance of the Contract. Bidder 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. Bidders 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. Bidders are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Bidders are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public

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nature of these ITBs, where applicable, a Bidder must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – The official Village purchase order, ITB and bid documents and warranties (collectively the “Contract”) shall serve as the Contract between the successful bidder and the Village. The Contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the Bidder if awarded the Contract and shall be delivered to the Village before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The Bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

Equipment shall be new or current production, and be properly serviced for immediate operation. By submitting a bid, Bidder expressly warrants that the equipment and materials furnished under the Contract will be of good quality and new unless otherwise expressly required or permitted by the Contract, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village or the length of time guaranteed under the warranty provided by the Bidder, whichever is greater. Where there are deficiencies, Bidder agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village.

Indemnification - The successful Bidder shall indemnify, defend and hold harmless the 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 Bidder, 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 Bidder, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and 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 Bidder 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 Bidder 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

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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 Bidder 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.

Inspections –The Village reserves the right to inspect all items for proper workmanship, including, but not limited to: wiring, general fit and finish.

Payments – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Bidder's dated invoice. For payment, e-mail invoices directly to AccountsPayable@orlandpark.org and include the following information:

- Successful Bidder's Name and address
- The Village's Purchase Order number
- Dollar amount being Requested
- Date(s) of transaction
- Current invoice amount

Tax Exemption – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may email purchasing@orlandpark.org for a copy of this form.

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EVALUATION OF BIDS/BIDDERS

Acceptance of Bids

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, responsiveness to the specifications, and the experience of the Village and other purchasers with the Bidders.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Village's Board of Trustees.

Local Vendor Purchasing Policy

The Village may elect to enforce its Local Vendor Purchasing Policy as specified in Exhibit A.

Pre-Award Survey Option

The Village may also conduct a pre-award facility survey. This survey may include, but is not limited to, determining if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time. The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

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BID SUBMITTAL CHECKLIST

In order to be responsive, each Bidder must submit the following items:

1. **Two (2) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit two (2) complete, sealed, signed and attested hardcopies of the bid.

Submit your bids in one (1) envelope labeled Bid # 15-028 – Barracuda Message Archiver in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

2. **Signed and completed forms from *Section II*:**
 - a. Bidder Summary Sheet
 - b. Affidavit of Compliance (notarization required)
 - c. References (3 total)
3. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET Bid #15-028 – Barracuda Message Archiver Project Name

Business Name: _____

PRICE PROPOSAL

Item #	Description	Unit Price (per item)
1	BMA450A1 Barracuda Message Archiver 450 W/1YR	\$ _____
2	BMA450A-PST Barracuda PST ENT Message Arch 450	\$ _____
3	BMA450A-B1 Barracuda Message Arch 1Y Cloud Strg	\$ _____
GRAND TOTAL BID PRICE: (the sum of Item 1 + Item 2 + Item 3)		\$ _____

AUTHORIZATION & SIGNATURE

Name and Title: _____

Address (Street, City, State, Zip Code): _____

Phone: (_____) _____ Fax: (_____) _____

E-mail Address: _____

Signature of Authorized Signee: _____ Date: _____

AFFIDAVIT OF COMPLIANCE
Bid #15-028

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned _____,
(Enter Name of Person Making Affidavit)

as _____,
(Enter Title of Person Making Affidavit)

and on behalf of _____,
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation _____ _____
(*State of Incorporation*) (*Date of Incorporation*)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [] No []

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [] No []

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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 "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [] No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Bidder 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 Bidder 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.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder'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 Bidder or other organization and its customers.

In the event of the Bidder'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 the Bidder 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.

6) TAX COMPLIANT: Yes [] No []

Bidder 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.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This _____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: _____
(Enter Name of Business Organization)

1. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

YEAR OF PROJECT _____

2. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

YEAR OF PROJECT _____

3. ORGANIZATION _____

ADDRESS _____

PHONE NUMBER _____

CONTACT PERSON _____

YEAR OF PROJECT _____

SECTION III: EXHIBIT

EXHIBIT LOCAL VENDOR PURCHASING POLICY Bid #15-028

The Village believes it is important to provide local vendors with opportunities to provide goods and services to Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	\$20,000

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.