



Request for Proposals
SOLICITATION # 1819-16

The following is sought: Automatic External Defibrillators
Requesting Department: Urbana Fire Department Contact Person: Division Chief Derrick Odle Address: 400 S. Vine St., Urbana, IL 61801 Telephone No.: (217) 722-0025 E-Mail Address: daodle@urbanaininois.us
Date of Request Posted on City's website: 4/1/2019
Date Published in News-Gazette: <u>4/8/2019</u>
The original Proposal plus <u>0</u> copies MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:
Proposal Submission Date: 4/15/2019 Time: 5 :00 P.M. Central Time
Allowable Means for Transmitting Proposals: Hardcopy; Email with signed attachment
All Proposals submitted in response to this Request shall be irrevocable for a period of 45 days after the Proposal submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

PROPOSAL DOCUMENTS ARE AVAILABLE ONLINE AT THE CITY OF URBANA WEBSITE: <http://www.urbanaininois.us>

The City reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the City's determination of its best interest.

If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>

1. DEFINITIONS:

“City” shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City and the Successful Vendor. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal or a part or portions thereof.

“Equipment” shall mean the tangible apparatus, vehicle, or other goods, including all warranties and supplies, software, manuals, and material necessary to properly operate the same, which the City seeks to acquire pursuant to this Request. If included within the Specifications, “Equipment” may include installation as part of its purchase.

“Project” shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the City seeks to have performed and completed as described in this Request, including but not necessarily limited to, construction, demolition, rehabilitation, and/or installation of Equipment (separate from the purchase of such Equipment).

“Proposal” shall mean any response to this Request that is submitted to the City, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Services” shall mean consulting, advisory and/or professional services, including the work product generated as the result of the performance thereof, which the City seeks to retain and obtain pursuant to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the City.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

2. SPECIFICATIONS:

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

3. RESPONDENT QUESTIONS:

3.1. Responsibilities of Respondent: It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and

other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

3.2. Questions: All questions pertaining to this Request must be received by the contact person identified on Page 1 of the Request at least five (5) business days prior to the deadline for submission of Proposals.

3.3. Discrepancies and Omissions: If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Request, the Respondent shall notify the City at least five (5) business days prior to the deadline for submission of the Respondent's Proposal. The City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the City if the information is deemed necessary by the City for submitting Proposals. The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

3.4. Addenda: If the City deems it appropriate to issue one or more addenda to this Request, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Proposal in response to this Request by registering on the City's website entry for this Request or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the City.

3.5. Contacting City Staff and Officials: Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

See EXHIBIT B – GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

5. PROPOSAL EVALUATION CRITERIA:

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn until 45 days after the proposal submission due date.

6.2. Rejection of Proposals: If a Respondent is not selected as the Successful Respondent as contemplated in this Request, Respondents may withdraw their Proposals.

6.3. Price: While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Proposal Price.

6.4. Proposal Bond/Security:

6.4.1. Acceptable Bond/Security: Each Proposal shall be accompanied by a bank draft, cashier's check, letter of credit, certified check or proposal bond issued by a licensed surety equal to 0 percent (0%) of the total value of the Proposal to serve as a Proposal bond. Any check submitted to secure the Proposal must be made payable to the "City of Urbana, Illinois" with the Request number included in the memo part of the check. All security tendered shall be held by City's Finance Department until a Successful Vendor has been selected and Contract documents have been signed or until it is determined that such security shall be returned to the respective Vendors.

6.4.2. Return of Bond/Security:

6.4.2.1. To all but the Successful Respondent, upon execution of a Contract between the Successful Respondent and the City.

6.4.2.2. To all Respondents upon the City's rejection of all Proposals or termination of the solicitation process without executing any Contract.

6.4.2.3. To each Respondent that withdraws his/her Proposal prior to the Proposal public opening date or Proposal submission date specified on Page 1 of this Request, whichever date is later

In all other instances, the City shall retain the aforesaid security tendered by the Respondents. Further, if the Successful Respondent fails to submit any additional documents in the form and within the date and time requested by the City following selection as the Successful Respondent, or fails to execute a Contract to which the Successful Respondent agreed, the City shall retain the Proposal bond/security, not as a penalty, but as liquidated damages. By submission of a Proposal, a Respondent acknowledges the impracticability of calculating the actual damages which would be suffered by the City for the Respondent's failure to comply with the Request and agrees that the sum posted is reasonable.

7. CUSTOMER/CLIENT SERVICE:

The City expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the City.

8. GENERAL LEGAL MATTERS:

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

EXHIBIT A

SUMMARY AND SPECIFICATIONS

2.1. Summary

The City of Urbana Fire Department seeks proposals for five (5) Automatic External Defibrillators (AED) and accessories. Proposals shall be accepted for the equipment (or a comparable equivalent) specified below.

2.2. Specifications

- I. Five (5) Philips Heartstart FR3 AED's with graphical display (or equivalent.) The equivalent must fit inside the HeartStation rescue cabinet
- II. Five (5) Soft system cases. Must hold the AED, spare battery and extra electrodes
- III. Five (5) Spare batteries
- IV. Ten (10) sets of electrodes
- V. Five (5) Infant/child Key (or equivalent.)

The City will not require a performance bond for this project.

Proposals and accompanying documents must be submitted in a sealed envelope addressed:

City of Urbana Fire Department
c/o Division Chief Derrick Odle
400 S. Vine St.
Urbana, IL 61801

Envelope must be plainly marked on the outside as follows:

RFP: Automatic External Defibrillators

DATE: April 15, 2019, 5:00 PM

Proposals may also be electronically submitted to: daodle@urbanaininois.us with "Automatic External Defibrillators RFP" noted in the subject line.

EXHIBIT B

SECTION 4 - GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION

GENERAL INSTRUCTIONS:

Due Date and Time: No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

Format: All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described in this Request.

Guaranteed Proposals: All Proposals must be guaranteed and the City will not accept conditional or qualified Proposals unless provided otherwise in this Request.

Completion of Forms: All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing.

Authorization to Submit Proposal: A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document.

Acceptance/Rejection: The City's decision to accept or reject any or all Proposals or portions thereof shall be final.

Clarification of Proposal: Subsequent to receipt of Proposals, the City may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

Package Proposals: If a Respondent submits a package Proposal or a Proposal containing multiple parts, the Respondent shall include an aggregate price for all parts included in the Proposal and individual prices for each part of the Proposal.

Multiple Proposals: A Respondent may submit multiple Proposals involving various methods of meeting the goals and objectives outlined in this Request. However, each submitted Proposal shall be separate and complete in every respect and the envelope or cover page shall be conspicuously marked as Proposal No. 1, No. 2, etc.

PROPOSAL CONTENT AND FORMAT:

Respondent's Information: The Proposal must include:

Respondent's name, address, telephone number, e-mail address, and website (if any).

Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.

Addressing Specifications (Exhibit A): Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

Pricing Information:

The Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

All prices must be guaranteed for a period of 45 days.

References: Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

Amendments to Request: In the event that the City issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page 1 of this

Request, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Proposals.

4.3 SUBMITTING PROPOSALS:

Proposal Submissions by Mail, Hand-Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivered, or by courier service, the Proposal shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any; and Proposal opening date and time as specified on Page 1 of the Request. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

Proposal Submissions by E-Mail: If a Proposal will be submitted by electronic mail (e-mail), the Respondent shall send to the contact person listed on Page of the Request the Proposal as a PDF attachment to an e-mail. The PDF Proposal shall be password protected at the time of sending to the contact person. At the same time the password protected Proposal is sent, the Respondent shall send the contact person an e-mail that contains the password necessary to open and download the Proposal by the contact person. The e-mail containing the password shall be sent in such a manner so that it arrives within the two (2) hour period immediately preceding the Proposal public opening date and time stated on Page 1 of the Request. If no public opening date is provided, the e-mail containing the password shall be sent to the contact person listed on Page 1 of the Request no later than 10:00 a.m. Central Time.

Assumption of Risk: Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The City shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the City's receipt of Proposals.

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

- 5.1. TREATMENT OF PROPOSALS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing “proposals and bids for any contract.”
- 5.2. EVALUATION CRITERIA:** The City will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.
- 5.2.1. Completeness:** Degree of completeness of the Proposal.
- 5.2.2. Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. In the event any Specification is not complied with, the City will consider the Respondent’s proposed substitute and whether it is of equal or better quality than the particular Specification.
- 5.2.3. Price:** The City will consider the aggregate price and, if provided, component pricing included in each Proposal.
- 5.2.4. Other Criteria:** In addition to the above, the City may consider the following additional criteria:
- 5.3.4.1.** The experience of the Respondent in providing the equipment as requested in this Request.
- 5.3.4.2.** To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent’s cooperation in resolving such problems or disputes to the satisfaction of the City.
- 5.3.4.3.** The nature and coverage of the Respondent’s guarantees and warranties.
- 5.3. INVESTIGATIONS:** The City may undertake such investigations and other due diligence regarding Respondent and Respondent’s Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the City which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The City reserves the right to reject any Proposal if the evidence

submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this Request.

5.4. DEFAULT ON OBLIGATIONS TO CITY: No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.

EXHIBIT D

SECTION 8 – GENERAL LEGAL MATTERS

8.1. RIGHTS TO PROPOSALS AND SUPPORTING MATERIALS: All Proposals and related information provided by Respondents shall become the property of the City when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.

8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:

8.2.1. Application of Freedom of Information Act After Award: Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.

8.2.2. Confidential Information: A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the City's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.

8.2.3. Confidential Proposals: The City will neither accept nor consider any Proposal which indicates that it should be treated confidential, proprietary or trade secret in its entirety.

8.2.4. Submission of Confidential Information: If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.

- 8.2.5. Costs of Claiming Confidentiality:** Each Respondent shall be responsible for any costs which the City incurs in defending a request for Proposal information which the Respondent has marked as “CONFIDENTIAL INFORMATION.” In the event that the City receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General’s Office, as the case may be.
- 8.2.6. Intellectual Property Rights of Others:** By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.
- 8.3. COSTS OF SUBMITTING PROPOSAL:** The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.
- 8.4. LAWFULNESS OF SUBMISSION OF PROPOSAL:** By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –
- 8.4.1. No Bid Rigging:** Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.
 - 8.4.2. No Federal or State Violations:** Has not violated any state or federal law governing the subject of the that which is sought by the Request.
 - 8.4.3. Direct Interest in Contract:** Is the only person that will have a direct interest in the Contract, if any is awarded.
 - 8.4.4. No Bribery:** Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.
- 8.5. TAXES; AUTHORIZATIONS:**
- 8.5.1. City Tax Exemption:** By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number will be furnished upon the Successful Respondent’s request.
 - 8.5.2. Authorizations:** Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the City with all necessary permits, licenses, and certificates

required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the City. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

8.6. USE OF CITY'S NAME: No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

8.7. CONTRACT DOCUMENTS: The Successful Respondent shall be required to enter into a Contract with the City.

8.7.1. Successful Respondent Supplied Contract: If a Respondent, if selected as the Successful Respondent, expects the City to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the City to accept the terms of such agreement form.

8.7.2. City-Supplied Contract Form: If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the City's Request and Successful Respondent's Proposal to which the City and Successful Respondent agree.

8.7.3. Final Contract Terms: Regardless of whether the Successful Respondent's or the City's agreement form is to be used, where appropriate, the Successful Respondent and the City will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the City and the Successful Respondent shall contain the following:

8.7.3.1. Price Quote: The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and the City which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.

8.7.3.2. Delivery: Delivery of equipment, supplies and/or materials shall be made to the City during normal working hours.

8.7.3.3. Payment: Terms of payment by the City to the Successful Respondent.

8.7.3.4. Specifications: The Specifications provided for in this Request as may be modified by agreement between the City and the Successful Respondent.

- 8.7.3.5. **Default and Cure:** Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.
- 8.7.3.6. **Representation of Authority:** If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract.
- 8.7.3.7. **Costs of Negotiation:** The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.
- 8.7.3.8. **Indemnification:** The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.
- 8.7.3.9. **Warranties:** Any warranties which were submitted by the Respondent along with his/her Proposal including any modifications thereof agreed to by the City and the Successful Respondent.
- 8.7.3.10. **Termination of Contract:** Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.
- 8.7.3.11. **Governing Law:** The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initialed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign, County Illinois or, if applicable, the United States District Court for the Central District of Illinois.
- 8.7.3.12. **Additional Terms:** Such other terms, if any, as the City and the Successful Respondent shall agree.

8.8. Termination of Solicitation Process/No Rights Created: The City reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Proposal based solely on lowest price.

8.9. Prevailing Wage Act/ Davis-Bacon Act:

8.9.1. Prevailing Wage Act: Any Contract entered into between the Successful Respondent and the City will be subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. Pursuant to the Illinois Prevailing Wage Act, the City has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Proposal. The Respondent shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Respondent shall pay its workers not less than the rates in effect.

8.9.2. Davis-Bacon Act: To the extent it is applicable, the Respondent shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

8.10. Affirmative Action:

8.10.1. Compliance with City Ordinance: If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Respondents Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at hro@urbanaininois.us. Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 *et seq.*).

8.10.2. Veterans Preference: If this Proposal involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 et seq.,) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570- 0.01 et seq.) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

EXHIBIT E

REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

The attached forms must be completed and submitted with the proposal. The proposal will be considered incomplete if submitted without the following:

- I. Vendor Representations and Additional Duties



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

The Vendor agrees that following representations and additional duties are a material part of the contract. The undersigned, having been duly sworn under oath, certifies and agrees as follows:

1. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
2. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
3. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
4. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
5. *Please initial one statement, in accordance with 65 ILCS 5/11-42.1-1:*
 - A. _____ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.
 - B. _____ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.
6. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
7. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
8. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

9. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.

10. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

11. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 *et seq.* The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.

12. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

Vendor:

By: _____

Printed name:

Title:

Date:

State of

County of

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name of person making statement).

(seal)

Signature of notary public