



**VILLAGE OF ELK GROVE VILLAGE**

**REQUEST FOR PROPOSALS**

**PUBLIC WORKS WORK ORDER / ASSET MANAGEMENT SOFTWARE**

**Proposals Due: Friday, November 15, 2019 at 10:00 a.m.**

**REQUIRED FOR USE BY THE VILLAGE OF ELK GROVE VILLAGE**



## Table of Contents

REQUEST FOR PROPOSALS.....	1
INSTRUCTIONS TO VENDORS.....	2
PURPOSE .....	2
ENTERPRISE ASSET MANAGEMENT SYSTEM REQUIREMENTS.....	2
RFP SCHEDULE.....	2
RFP COORDINATOR/COMMUNICATIONS.....	2
EVALUATION PROCEDURES & LIVE DEMONSTRATION.....	2
CONTRACT NEGOTIATION.....	2
CONTRACT AWARD AND PROTEST.....	3
OWNERSHIP OF DOCUMENTS.....	3
REQUIREMENTS FOR PROPOSAL.....	3
ATTACHMENT A – KEY REQUIREMENTS.....	12
ATTACHMENT B – VENDORS SIGNATURE PAGE.....	17
ATTACHMENT C – CERTIFICATE OF COMPLIANCE.....	19
ATTACHMENT D – VILLAGE GENERAL CONDITIONS.....	20



## **REQUEST FOR PROPOSALS**

### **PUBLIC WORKS WORK ORDER / ASSET MANAGEMENT SOFTWARE**

#### **RECEIPT OF REQUEST FOR PROPOSALS**

The following Request for Proposal involves both providing and implementing a new Work Order/Asset Management software system for the Village of Elk Grove Village Public Works Department.

For information on how to receive a copy of the Request for Proposal Package contact the Public Works Department at 847-734-8800 or visit the Village of Elk Grove Village website at [www.elkgrove.org/bids](http://www.elkgrove.org/bids).

Sealed Proposals for Public Works Work Order/Asset Management Software will be received until 10:00 AM on Friday, November 15, 2019, local time at 450 E Devon Ave, Elk Grove Village, Illinois 60067. Proposals will not be publically opened and read aloud. Each Vendor shall be required to submit one digital original (PDF format) and one paper copy of their respective Proposal in a sealed. Sealed envelopes or packages containing Request for Proposals shall be marked or endorsed:

**Proposal For Village Of Elk Grove Village, Illinois  
Public Works Work Order / Asset Management Software**

**Proposals Due: Friday, November 15, 2019 at 10:00 a.m.**

## 1. PURPOSE

The purpose of this RFP is to solicit proposals from software vendors, systems integrators, and/or implementation partners who can demonstrate that they possess the organizational, functional and technical capabilities to provide a Public Works Work Order / Asset Management Software solution that meets the Village of Elk Grove's needs.

The ideal vendor shall have experience in successfully implementing the proposed solution at villages/cities or similar public agencies with similar requirements to the Village of Elk Grove. The successful vendor shall be responsible for the final approved design, installation, and implementation and commissioning of the Public Works Work Order / Asset Management Software system including development of user acceptance testing, system integration and connectivity to existing resources.

This RFP process seeks to provide the best overall Public Works Work Order / Asset Management Software solution for the Village of Elk Grove. Total cost of ownership will not be the only factor in making the determination. Other factors that may contribute to the selection process include but are not limited to:

- Project approach and understanding of the Village of Elk Grove Village's objectives and requirements
- Vendor's implementation methodology and success
- Vendor's installed base and experience with customers similar to the Village of Elk Grove Village
- Feedback from customer references
- Ability to meet the Village of Elk Grove Village requirements (software functionality, usability, performance, flexibility, and technology)
- Ability to integrate with the Village's existing Legacy Software systems
- Ability to meet the Village of Elk Grove Village's selection and implementation timeframe
- Ongoing maintenance and support

This solution will replace the Village's current method of tracking work through various Microsoft Excel documents. The proposed solution must be able to support all specifications and requirements identified in this Request for Proposal "(RFP)". The Village is seeking a single vendor that will provide solution, implementation services, data conversion services, as well as training and support.

## 2. ENTERPRISE ASSET MANAGEMENT SYSTEM REQUIREMENTS

The Village of Elk Grove's objective is to implement a Public Works Work Order / Asset Management Software system, which will optimally include the following areas of functionality:

<b>Functionality</b>	
GIS-Related Asset & Work Management	Import Online Service Request from PublicStuff
Asset Management	Capital Projects
Work Management	Reporting
Inventory Management	Budget Forecasting
Mobile Solution	

The more detailed functional requirements are in Attachment A – Key Requirements.

### **3. RFP SCHEDULE**

These dates are estimates and are subject to change by the Village of Elk Grove.

<b>Event</b>	<b>Date</b>
Release RFP	October 18, 2019
Questions (if any) Due	November 1, 2019
Village Response to Questions	October 8, 2019
Proposal Responses Due	November 15, 2019

### **4. RFP COORDINATOR/COMMUNICATIONS**

Upon release of this RFP, all vendor communications should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other Village of Elk Grove employees may result in disqualification. Any oral communications will be considered unofficial and non-binding.

Name: Brian Southey  
Mailing Address: 450 E Devon, Elk Grove Village, IL 60067  
E-mail: bsouthey@elkgrove.org

### **5. EVALUATION PROCEDURES & LIVE DEMONSTRATION**

The RFP coordinator and other staff will evaluate the submitted proposals. The evaluators will consider the completeness of the proposal, how well the vendor complied with the response requirements, responsiveness of vendor to requests, the number and nature of exceptions (if any), the total cost of ownership and how well the vendor's proposed solution meets the needs of the Village of Elk Grove as described in the response to each requirement and form.

As part of the evaluation, the Village of Elk Grove reserves the right to request additional information, ask for a Web demo, and conduct conference calls to go over the response, or take any other action it deems necessary in order to do a thorough and objective evaluation of each response.

In addition, the Village of Elk Grove will require that a short list of finalist vendors conduct a live product demonstration for its selection team at a location and time chosen by the Village of Elk Grove.

### **6. CONTRACT NEGOTIATION**

The Village of Elk Grove reserves the right to negotiate with the selected vendor that, in the opinion of the Village of Elk Grove, has submitted a proposal that is the “best value.” In no event will the Village of Elk Grove be required to offer any modified terms to any other vendor prior to entering into an agreement with a proposer and the Village of Elk Grove shall incur no liability to any proposer as a

result of such negotiation or modifications. It is the intent of the Village of Elk Grove to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement.

## **7. CONTRACT AWARD AND PROTEST**

The Village of Elk Grove reserves the right to make an award without further discussion of the proposals. The selected vendor will be expected to enter into a contract with the Village of Elk Grove. The Village of Elk Grove shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

## **8. OWNERSHIP OF DOCUMENTS**

Any proposals, reports, studies, conclusions, software modifications, and summaries prepared by the vendor for this project shall become the property of the Village of Elk Grove.

## **9. REQUIREMENTS FOR PROPOSAL**

Please format the proposal with the following sections. Include all information requested. Please refer to Attachment A – Key Requirements for all information necessary to provide responses to Sections III – XI.

One hard copy of the proposal and one electronic copy of the proposal must be furnished on or before the deadline for submittal of the proposal.

### **SECTION I – EXECUTIVE SUMMARY**

This section must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors and any specialization in solutions / implementation for local governments. Please limit the Executive Summary to no more than two pages.

### **SECTION II – VENDOR PROFILE**

Please include a brief overview and history of your company, addressing the organizational structure, target technologies and target industries. Highlight information regarding knowledge and experience in designing Work Order/Asset Management software systems and implementing such systems, especially for local governments.

Please also indicate the following:

1. Vendor Name
2. Solution Name
3. Headquarter Location
4. Nearest Local Location
5. Website

6. Primary contact for this RFQ (Name, Address, Phone, Fax, E-mail)
  - a. If different, indicate Person authorized to negotiate / commit to an agreement
  - b. If different, indicate Person proposed at team leader
  
7. Please identify any formal alliances or partnerships that may be of benefit to the Village. In your answer please consider any alliances or partnerships to vendors or solutions identified as required Interfaces in Attachment A – Key Requirements: Item C.
  
8. Please describe your position in the marketplace, addressing the following areas:
  - a. Years in business
  - b. Years serving the public sector
  - c. Targeted industries
  - d. Customer base
  - e. Industries
  - f. Geographic regions
  - g. Large, mid- or small tier
  - h. Market capitalization
  - i. Growth rate
  - j. Annual revenue for prior three fiscal years
  - k. Profit/loss statement for prior three fiscal years
  
9. Do you intend to subcontract any portion of the work required in this request for proposal? If so:
  - a. Complete the above listed vendor profile questions (1-8) for each subcontractor
  - b. Identify which elements of the required work will be performed by the subcontractor
  - c. Indicate the plan for quality assurance over the quality and delivery of the work by the subcontractor

### **SECTION III – KEY REQUIREMENTS**

1. Provide a description of the overall solution.
  
2. Provide a narrative description that highlights how the solution matches the Village’s Key Requirements. (See Attachment A – Key Requirements)
  
3. Please indicate which of the Key Requirements are: (1) met by the solution in a standard offering, (2) met by the solution in a customized offering, (3) not met by the solution.
  
4. Provide the technical information about the proposed solution requested in Attachment A – Key Requirements for Solution of this Request for Proposal. Address all points requested with an explanation as it relates to the Village’s requirements.

5. Provide the performance benchmarking information about the proposed solution requested in Attachment A – Key Requirements for Solution of this Request for Proposal.
6. Provide interface information about the proposed solution interfaces are listed in Attachment A – Key Requirements. Indicate whether (1) an interface exists (standard), (2) an interface can be developed (custom), (3) an interface cannot be developed.
7. In addition to the information requested in the Section II *Vendor Profile*, please identify any formal **partnerships** or alliances that are not specifically identified as a required or desired interface, but that might be beneficial to the Village.
8. Please indicate the following information about the **version** of the solution you are proposing:
  - a. Date this version was made commercially available (MM/YYYY)?
  - b. Date this version last underwent major upgrades (MM/YYYY) (i.e. date of previous upgrade)? What major changes were included in this release?
  - c. Date when next major upgrade will be rolled out and made available for installation (MM/YYYY). What major changes will be included in the next major release? Identify the modules and the related functionality included within this next major upgrade.
9. Identify if the following functionality and/or accompanying toolsets are provided with your solution. If a toolset is provided, please identify the toolset product name.
  - a. Ability to identify and track software changes
  - b. Ability to identify, track and handle customizations during system upgrades (major releases and version upgrades)
  - c. Assist with the design and implementation of automated workflow
  - d. Assist with the design and implementation of business processes
  - e. Facilitate the integration with third party applications
  - f. Assist with the mapping and migration of legacy or historical data
  - g. Assist with the automation of testing customizations both during initial installation of Customization and thereafter as application upgrades are applied
  - h. Allow the ability to view and manipulate data models
  - i. Ability to provide user-defined, ad-hoc reporting
10. Please describe the documentation available to the Village, addressing the following:
  - a. What documentation will you provide? Please list and delineate between technical (i.e., technical manuals) and non-technical (i.e., user guides) documentation.
    - i. In what media formats can it be provided?
    - ii. How is it organized – by module, by functionality? Please describe.
  - b. Can this documentation be augmented with Village-specific procedures? If there is additional cost or effort to do so, please specify.



- c. How current is the documentation? Is it current with the most recent release?
- d. How is the release of updated documentation coordinated and distributed as it relates to the release of software upgrades?
- e. Will the Village be allowed to duplicate and distribute user and technical manuals for the solution?
- f. Do you provide an on-line user facility which encompasses the following topics?
  - i. Documentation of procedures for software applications
  - ii. Intuitive web functionality that will prompt the user to search for, find and access the procedure/process in question
  - iii. Updated, on-line documentation reflective of the latest version or release
  - iv. On-line functionality enabling users to ask process related questions and receive answers

11. Please indicate the following about the data available to the Village:

- a. Are the data models and process models available to the Village for reference?
- b. Is configuration management methodology documented and available to the Village?
- c. Are software revision methodology and controls documented and available to the Village?
- d. Is a disaster recovery plan in place for your company, documented and available to the Village?
  - i. Please also answer this question for any subcontractors you are proposing, if applicable.

#### **SECTION IV – TECHNOLOGY**

Please provide answers to the following questions about the technology that relates to your proposed solution. This information must be provided in addition to the requirements identified in Attachment A – Key Requirements.

1. What kind of hardware does the solution run on?
2. What kind of database does the solution run on?
3. What kind of software does the solution run on?
4. How are backups performed?
5. How is security built in to the system?
6. How is data recovery performed?
7. What is the history regarding security breaches?
8. How is the solution architected to prevent security breaches?

9. What external user authentication are supported? (Active directory, Ldap, others)

### **SECTION V – INTERFACES**

The business requirements specify a number of required and desired interfaces, please answer the following:

1. How are Application Programming Interfaces (API) interfaces created?
2. What standards are adhered to?
3. Do your API's include data validation, error trapping and exception reports to facilitate correction and subsequent successful data transfer?
4. Do your API's include options for users to approve before the update is committed to the database?
5. Do you support integration with legacy systems during implementation of new modules?
6. Provide detail on how existing Systems will interface with your solution (see Attachment A – Key Requirements, Item C. Interfaces for a listing of existing software systems)

### **SECTION VI – IMPLEMENTATION/CONVERSION**

The implementation of the proposed solution should consider that the Village has approximately 65 full time Public Works Department employees, all of which may use and/or access the new solution to some degree.

1. Propose a phased implementation plan for installation of the software solution.
2. Propose an estimated duration and timeline for installation of each phase and/or module. Please overlay the timeline with the implementation plan identified above.
3. Indicate the Project Manager for each phase of implementation.
4. Propose data conversion costs and timelines.
5. Include and highlight any requirements / activities that will be the responsibility of the Village during the implementation.
6. Describe your approach towards project management and governance for the implementation.

## **SECTION VII– TRAINING**

1. Describe the training process for key Village personnel to effectively maintain the proposed software solution. The training must include technical training for IT staff and consultants that covers topics such as installation, configuration, and maintenance of the proposed solution.
2. Describe the training process for all end-users.
3. Please provide a training schedule, indicating duration, audiences, frequency and location for all proposed training indicated above.
4. Please describe how the vendor provides on-going training for new Village employees.

## **SECTION VIII- WARRANTIES AND SUPPORT**

1. Provide warranty information including all coverage offered and duration. Be sure to list any and all exclusions to the warranty offered.
2. At what stage does the warranty expire and annual maintenance contract period start?
3. Please describe the support services and methods available to the Village.
4. Please include hours of operation, location of technicians and response times for each support service and method.
  - a. Please indicate your availability to provide service / support between the business hours 7am - 4pm CST?
5. Is after-hours support available, and if so, how is it handled?
6. How are support resources assigned to the Village?
7. What is the escalation methodology for problem resolution?
8. Identify any usage caps or limitations for support services.

## **SECTION IX – COST INFORMATION**

1. Provide cost estimates to meet the needs of the project addressing each of the following possible cost categories. Indicate “not applicable” where appropriate. The format of the cost proposal should address all possible areas of cost identified in the following list, Cost Categories, presented in a phased implementation schedule addressing all major activities and milestones, aggregating costs per phase.

Cost proposals should take into account the following:

- a. The costs should cover all “Core Features” listed in Attachment A – Key Requirements in the base pricing. Costs should also be provided separately for all “Additional Features” listed in Attachment A – Key Requirements.
- b. As mentioned in the Scope of Work in the RFP Specifications, all system requirements should be considered in determining the cost.
- c. A fixed cost bid for all solution / implementation efforts is preferred.

### **Cost Categories**

Please provide cost estimates for each of the following categories. Please remember to address both the Core Features and Additional Features in your response.

- a. Software and License Fees
  - i. Indicate price per module, basis of pricing, pricing brackets for increases in users
  - ii. Indicate unit pricing, e.g. concurrent or named users, or identify other basis
  - iii. In addition to the software, identify what services and documentation are included in the initial license fees.
  - iv. Within the software licensing structure, identify if there is a maximum number of users defined in an enterprise license
  - v. Identify what, if any, impact there is upon the licensing structure for multiple geographic site installations
- b. Implementation Fees
- c. Annual Fees
- d. Support / Maintenance (hourly, annually)
- e. Hourly rates for Additional Customizations
- f. Other costs for Additional Customizations
- g. Add-on modules (not a part of the base solution)
- h. Upgrades

- i. Conversions
- j. Hosting (if applicable)
- k. Transaction Fees (Public Use, Processing Fees for e-Commerce)
- l. Reporting Fees (standard reports and non-standard)
- m. Documentation
  - i. Indicate if any of the following is not included in the base cost, and if not, an estimate of the costs: training manuals, technical/user manuals, configuration documentation, test scripts.
- n. Training
  - i. During and on-going
  - ii. All formats including on-site, classroom and web-based training
- o. Travel expenses (if applicable)
- p. Shipping / Freight expenses (if applicable)
- q. Taxes (if applicable)
- r. Any other possible costs to be considered as part of the total cost of ownership

## **SECTION X – QUALIFICATIONS AND REFERENCES**

1. Please provide your qualifications in implementing Work Order/Asset Management software systems, including case studies for projects similar in their objective, industry, size and scope.
2. Please provide at least four (4) local government references of customers with similar project histories. Include the entity, address, phone number, and point of contact.

## **SECTION XI – TEAM**

1. Please describe the quantity and organizational structure of the team that will support the Village over all phases of the project.
2. Please describe the qualifications of all core team leaders and members that will provide services to the Village over all major phases of the project.

3. Please describe any requirements of the team in terms of space, working hours and Village resources (both technical and personnel).
4. Please indicate how the vendor will maintain consistency among the team serving the Village.

## **SECTION XII - APPENDIXES**

Include any additional information relevant to the proposal in appendixes.

## **SECTION XIII - VENDOR SIGNATURE PAGE**

Include the signed Vendor Signature Page (found in Attachment B - Vendor Signature Page) in accordance with the following instructions: Hard copies of the proposal must contain a manual signature of an authorized representative of the responding firm(s). The electronic copy may contain an electronic signature of the same authorized representative of the responding firm(s).

## **SECTION XIV - CERTIFICATE OF COMPLIANCE**

Include the signed Certificate of Compliance (found in Attachment C - Certificate of Compliance) in accordance with the following instructions: Hard copies of the proposal must contain a manual signature of an authorized representative of the responding firm(s). The electronic copy may contain an electronic signature of the same authorized representative of the responding firm(s).

## **ATTACHMENT A – KEY REQUIREMENTS**

The work order/asset management system should provide the following Supported Features. The Village is also interested in a solution that provides the Additional Feature listed below. The Supported Features listed are required to be priced out in the proposal. Additional Features can be provided as line item options in addition to the base price.

### **A. SUPPORTED FEATURES**

#### 1. Asset Management Requirements

- a. Dedicated asset applications (with asset specific content) for each of the following
  - i. Street Light Fixtures/ Traffic Signals
  - ii. Markings
  - iii. Pavement/Streets
  - iv. Signs
  - v. Address Management
  - vi. Trees
  - vii. Sewer system apps including cleanouts, facilities, force mains, laterals, mains, manholes, pumps
  - viii. Storm water system apps including basins, channels, culverts, facilities, inlets, manholes, outlets, pipes, pumps
  - ix. Water system apps including backflows, facilities, hydrants, laterals, mains, meters, pumps, storage tanks
  - x. Parks and landscape areas
  - xi. Sidewalk and Bike path inventory replacement
  - xii. Parking lots and/or spaces
- b. Ability to configure additional asset applications for any type of asset without programming effort or vendor assistance
- c. Ability to link assets of different types
- d. Ability to link assets of the same type (e.g. link parallel water mains)
- e. Ability to display asset relationships
- f. Track asset inspections and calculate current asset condition based on findings
- g. Calculate estimated asset condition based on performance curves
- h. Forecast asset replacement, life expectancy
- i. Ability to see multiple asset types in a single view
- j. Ability to highlight a section of the map (e.g. Main St.) and see all assets at that locations
- k. Guided (step-by-step) process for creating a new asset
- l. Grid view of assets with ability to add columns, adjust columns, and sort by column
- m. Ability to track an unlimited number of asset attributes
- n. Review work history for each asset, automatically updated based on work management functionality
- o. Ability to filter view (both map view and list view) by any asset attribute

## 2. Work Management Requirements

### a. Tasks and Work Orders

- i. Guided (step-by-step) process for creating one or more task
- ii. Track labor hours and associated costs
- iii. Track material usage and associated costs
- iv. Track equipment usage and associated costs
- v. Ability to track contractor costs
- vi. Ability to track miscellaneous costs associated with work
- vii. Ability to associate multiple resources to a single task or work order
- viii. Track rate effective dates to allow for correct costing of previously completed work
- ix. Track actual start and end dates of work
- x. Track estimated start and end dates of work and compare to actual dates
- xi. Ability to add/associate multiple tasks to a single work order
- xii. Ability to track cost accounting information at the task level
- xiii. Ability to see roll-up of total work order cost (from all associated tasks)
- xiv. Track and display work status
- xv. Ability to track progress of work completed based on number of tasks completed
- xvi. Ability to link assets to associated work
- xvii. Configure vendors and outside contractors
- xviii. Track and display work priority
- xix. Ability to assign multiple laborers to a single task
- xx. Ability to identify work order owner
- xxi. Ability to configure work types and work activities
- xxii. Ability to enter resources via Timesheet view
- xxiii. Timesheet view includes user-specific view of incomplete work
- xxiv. Ability to automatically split resources across similar tasks
- xxv. Ability to create both proactive and reactive work
- xxvi. Ability to view work orders on a map and/or list view
- xxvii. Workflow for how many new addresses will get added to the database over time.
- xxviii. Ability to configure an unlimited number of work order and task attribute fields
- xxix. Ability to filter view (both map view and list view) by any attribute
- xxx. Ability to see productivity cost for on-going or completed work
- xxxi. Ability to bulk create work at multiple locations
- xxxii. Ability to view actual, average, and differential cost of work
- xxxiii. Ability to easily filter work by one or more assignments

- b. Equipment – The Department plans to maintain its current fleet management software, Computerized Fleet Analysis (CFAWin) and use it in conjunction with the proposed solution.



- i. Record equipment information including but not limited to equipment attributes, cost, warranty
  - ii. Track equipment maintenance history
  - iii. Equipment usage log automatically updated based on work management functionality
  - iv. Ability to include multiple applicable rates for a individual piece of equipment
- c. Labor
  - i. Record employee information including but not limited to hire date, title, supervisor, address
  - ii. Track employee work history (e.g. certifications, training events)
  - iii. Track list of work currently assigned to employee
  - iv. Employee work log automatically updated based on work management functionality
  - v. Ability to include multiple applicable rates for an individual (e.g. regular pay, overtime)
- d. Material Inventory
  - i. Record material information including but not limited to manufacturer, model, cost
  - ii. Track historical events related to materials
  - iii. Material usage log automatically updated based on work management functionality
  - iv. Ability to include multiple applicable price quotes for each item
  - v. Ability to specify primary vendor and price quote
  - vi. Track quantity on hand and automatically decrease amount based on quantity used
  - vii. Perform material stock transactions and record associated cost
  - viii. Perform increase and decrease adjustments of quantity on hand
  - ix. Ability to set default quantity usage
  - x. Ability to cost materials to a work order using FIFO, LIFO, Least Expensive, Most Expensive
  - xi. Ability to set reorder points and reorder amounts
- e. Vendors
  - i. Record vendor information including but not limited to name, address, phone, tax ID
  - ii. Ability to document multiple contact persons for each vendor
  - iii. Ability to track price quotes and associate to material item
  - iv. Ability to identify primary vendor (and default material cost)
  - v. Ability to include multiple vendor quotes for the same item
  - vi. Ability to create multiple quotes for different items under the same vendor
  - vii. Ability to record vendor history / events

### 3. Work Request Requirements

- a. Guided (step-by-step) process for taking a request
- b. Ability to track the spatial location of a requests
- c. Ability for public to submit requests via smartphone application
- d. Ability for public to submit requests via web
- e. Ability for public to review request information (e.g. status) online
- f. Link work requests to tasks
- g. Ability to document and save requester information
- h. Ability to look up requester by identifying information such as name, phone number, etc.
- i. Ability to review requester history
- j. Ability to link multiple requesters to a single request
- k. Ability to see existing work requests when documenting a new request
- l. Ability to view work requests on a map interface or list view
- m. Ability to configure an unlimited number of request attribute fields
- n. Ability to filter view (both map and/or list view) by any request attribute
- o. Establish and monitor the status of requests
- p. Guided (step-by-step) process for creating work from a request
- q. Ability to see the cost incurred from processing a request

### 4. Reporting Requirements

- a. Available standard reports (e.g. overdue tasks, accuracy of work estimates, costs by department)
- b. Ability to create custom reports
- c. Ability to create ad hoc reports
- d. Ability to report and query on any field in the database
- e. Ability to export report output to multiple formats including PDF, XLS, HTML, RTF, TIFF
- f. Ability to run audit reports showing any data changes
- g. Labor and equipment costing reports

### 5. Addiotnal Requirements

- a. Web based user interface
- b. Support for real time access for field (remote) workers

### 6. System. Requirements

- a. Support Windows Server 2016 (Virtual)
- b. Preferred Support SQL Server 2017 / At Least SQL 2016
- c. System support for all Windows server critical updates
- d. System Runs either virtualized or as software as a service
- e. Provide minimum Server specifications
- f. Provide client server architecture information

- g. Provide user authentication information
- h. Detail how Windows Active Directory interacts with your program.
- i. Detail any requirements for third party software (ie Java)

## **B. ADDITIONAL FEATURES**

### **1. Misc. Features**

- a. On screen Help menu
- b. Online knowledge base and FAQ
- c. Web based training opportunities
- d. Regional education and user events
- e. Toll-free technical support via phone, fax or e-mail
- f. Maintenance releases at no additional cost

## **C. INTERFACES**

### **1. Required Interfaces**

- a. ESRI GIS ver 10.5 or later
- b. Microsoft Office365
- c. Computerized Fleet Analysis (CFAWin) (ver8.1.1186ver or later)
- d. Tyler Munis 2019.1.6
- e. Laserfiche ver 10.3 or later
- f. Accela – CRM - PublicStuff

### **2. Desired Interfaces**

- a. Wonderware / Win911 (SCADA)

**CONTRACTOR'S PROPOSAL  
FOR  
PUBLIC WORKS WORK ORDER / ASSET MANAGEMENT SOFTWARE  
VILLAGE OF ELK GROVE VILLAGE**

1. Proposal of \_\_\_\_\_  
(Name and Address of Contractor)

\_\_\_\_\_

for The Public Works Work Order / Asset Management Software

2. The contract documents for the proposed improvement are those prepared by:

Village of Elk Grove Village  
Department of Public Works  
450 E Devon Ave  
Elk Grove Village, Illinois 60007

3. The undersigned agrees to accept, as part of the Contract, the applicable Special Provisions contained in this Proposal.
4. The undersigned is familiar with all Proposal Documents and the site conditions and carefully checked his figures comprising this proposal and understands that the Village will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

**VENDOR SIGNATURE PAGE**

**PROPOSAL: PUBLIC WORKS WORK ORDER / ASSET MANAGEMENT SOFTWARE**

**PROPOSALS DUE: Friday, November 15, 2019 at 10:00 a.m.**

---

**I hereby certify that all statements herein are made on behalf of**

Proposal Submitter: \_\_\_\_\_  
(Name of Corporation, Partnership, or Person Submitting Proposal)

- a) Corporation organized and existing under the Laws of  
the State of \_\_\_\_\_;
- b) Partnership consisting of \_\_\_\_\_;
- c) Individual trading as \_\_\_\_\_;

By: \_\_\_\_\_  
(Signature of authorized agent) (Date)

\_\_\_\_\_  
(Printed name of authorized agent) (Title)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## CERTIFICATE OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he or she has the authority to make this certification on behalf of the Offeror,

\_\_\_\_\_  
(Name of Company)

**That in submission of this proposal:**

**Anti-Collusion Affidavit of Compliance:** That bid is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed directly or indirectly with any Offeror or person to put in a sham bid or to refrain from participating; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other Offeror; or to secure any advantage against any other Offeror or any person interested in the proposed contract.

**Public Act 85-1295:** That Offeror is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295, Illinois Compiled Statues, Chapter 38, bid rigging, bid rotating.

**Public Act 86-1039:** That Offeror is not barred from contracting with the Village of Elk Grove because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax.

**Illinois Human Rights Act:** That Offeror is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto.

**Conflict of Interest:** The Offeror agrees to comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (30 ILCS 505/11.1 - 11.4) and the terms, conditions and provisions of those Sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein. If any Village officer or employee has a prohibited interest, this Agreement may be cancelled without charge or penalty to the Village.

**Americans With Disabilities Act of 1990:** That Offeror is presently in compliance and agrees to comply with all applicable provisions of the Americans With Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

**Drug Free Workplace:** The Offeror agrees to provide a drug free workplace as provided in (30 ILCS 580/1 et seq.).

**Tax Compliance:** That Offeror is presently in compliance and agrees to comply with all applicable provisions of the Illinois Tax Compliance Act, together with all rules and regulations promulgated and adopted pursuant thereto.

**Freedom of Information Act:** The Offeror agrees to comply with provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., and shall maintain all records and documents related to any work performed for the Village. In addition, Offeror shall produce records which are responsive to requests received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the required timeframe. If additional time is necessary to respond to a request, the Offeror shall notify the Village immediately, and the Village shall request an extension to comply with the Act. In the event the Village is found to be non-compliant with the Freedom of Information Act due to the Offeror's failure to produce documents or otherwise appropriately respond to a request under the Act, then Offeror shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorney's fees and penalties.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL CONDITIONS

- 1. Specifications.** Specifications are included within the bid package. Bidders must indicate any differences from the specifications in their bid proposal. It is the responsibility of the bidder to fully understand the specifications set forth. Include any descriptive literature and indicate any options that differ from the original specifications.
- 2. Proposal.** All prices and notations must be in ink or typewritten. Mistakes may be crossed out with corrections typed adjacent and all corrections must be initialed in ink by the person signing the proposal. The proposal must be signed by an authorized officer or individual.
- 3. Reservations.** The Mayor and Board of Trustees reserve the right to reject any or all bids or parts of bids when, in the Village's reasoned judgment, the public interest will be served thereby.

The Village Board of Trustees may waive formalities or technicalities in bids as the interest of the Village may require.

  - a) The Village reserves the right to increase or decrease the quantities to be purchased at the unit prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
  - b) The Village reserves the right to award contracts or place orders on a lump sum or individual group basis, or such combination as shall, in the Village's judgment, be in the best interest of the Village.
  - c) The Village may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased.
  - d) On any item indicated to be used for credit as a "trade-in" in the specifications, the Village reserves the option not to use the item as a "trade-in."
- 4. Submission.** Sealed bids will be received by the Purchasing Division, 901 Wellington Avenue, Elk Grove Village, Illinois 60007-3499 until the date and time indicated in the bid documents, at which time the bids will be opened and publicly read. Bids must be submitted in a sealed envelope marked "Sealed Bid". The material or service being proposed and the date of the bid opening should also be indicated on the outside of the envelope. Formal bids received after the specified bid time will not be considered and will be returned unopened. It is the responsibility of the bidder to insure that the bid has been received by the Village prior to the time specified in the bid documents. The Village will not be responsible for undelivered mail or any other failure of any bidder or agency to deliver the bid proposal on time.
- 5. Bid Deposit.** When deemed necessary by the Village of Elk Grove, bid deposits shall be required in the amount as provided in the bid specifications. The deposit shall be a certified check or cashier's check, made payable to the order of the VILLAGE OF ELK GROVE; or a bid bond issued by an insurance company licensed to do business in Illinois or by a bid bond prepared on the Proposal Bid Bond form when contained herein. A combination of certified check and bid bonds is not an acceptable response to bid deposit requirement.

The purpose of the deposit guarantees that the successful bidder will supply material and/or services as specified. All bids not accompanied by a bid deposit, where required, will not be considered a valid bid.

Bid deposits (certified checks) will be returned to unsuccessful bidders within 10 working days after the bid opening, and to successful bidder(s) upon execution of the contract(s) and the fulfillment of bond and insurance requirements, if applicable.

The successful bidder's failure to execute the contract or meet bond or insurance requirements within 10 working days after the award of the contract shall result in the deposit being forfeited to the Village as liquidated damages.
- 6. Bonds.** When required, the successful bidder shall furnish satisfactory performance and payment bonds within ten (10) business days after notification of the bid award in an amount not to exceed one hundred percent (100%) of the total bid price. The bonds must be originals, and provided by a bonding company acceptable to the Village of Elk Grove. Failure to furnish satisfactory performance and payment bonds within the period specified shall be cause for rejection of the bid.
- 7. Standards.** Unless otherwise directed by the specifications, all materials, equipment, and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws, including OSHA, are being complied with in connection with this proposal and any resultant contract or purchase by the Village.
- 8. Withdrawal of Proposal.** Bidder may withdraw or cancel a proposal at any time prior to the bid opening time. After the bid opening time, a bidder cannot withdraw or cancel the bid for a period of ninety (90) calendar days after the bid opening date.
- 9. Conditions.** Bidders are responsible to become familiar with all conditions, instructions and specifications governing this bid. The bidder is responsible to visit a site if necessary. Once the bid proposals have been opened, the failure to have read and understood all the conditions, specifications and instructions shall not be cause to alter the original proposal or for the vendor to request additional compensation.
- 10. Interpretation.** Any bidder who finds in the bidder's opinion a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or believes that the specifications are discriminatory, shall notify the Purchasing Division in writing not later than 5 days prior to the scheduled opening of bids. Exceptions taken do not obligate the Village to change the specifications. The Purchasing Division will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions. The Village will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Bidders will acknowledge receipt of any addendum issued by returning a signed copy of the addendum(s) with the proposal, which will be noted on the bid tabulation.
- 11. Quotations.** Unless clearly shown on the bid that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly. Prices bid must include all applicable costs to the Village of Elk Grove including shipping costs to any point in Elk Grove Village. The Village is exempt from paying Illinois Sales Tax and Federal Excise Taxes. Prices submitted shall not include any of these taxes. The Director of Finance, upon request, will execute the exemption certificates in connection with all orders when Federal Excise tax would otherwise be due.
- 12. Competition.** To better insure fair competition and to permit determination of the lowest bidder:
  - (a) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal forms is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications or proposal.
  - (b) A bidder may offer only one price on each item though they may have the ability to furnish two or more types that meet specifications. Bidders must determine for themselves which product to offer. Submission by a single bidder of more than one price for a single item shall be sufficient cause for rejection of all prices for that item by the bidder.
  - (c) Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
  - (d) All bids must be accompanied by descriptive literature as may be called for by the specifications or proposal.

## GENERAL CONDITIONS

(e) Specifications provided are based on Village needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Village requirements and shall be consistent with Village policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

**13. Patents.** The Bidder shall defend any suit or proceeding brought against the Village so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the bidder's expense) for the defense of same, and the bidder shall pay all damages and costs awarded therein against the Village. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment or part if enjoined, the bidder shall, at its own expense, either procure for the Village the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing. Bidders agree to defend and hold the Village of Elk Grove "harmless" from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract.

**14. M.S.D.S.** Contractor is to supply (M.S.D.S.) Materials Safety Data sheets in accordance with Federal Requirements, if applicable.

**15. Subletting.** A successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the Village, except as may be noted on the bid proposal. Such consent shall not relieve the bidder from obligation nor change the terms of the contract.

**16. Material Inspection.** Authorized agents of the Village shall have a right to inspect any material to be used in carrying out the proposal. The contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this proposal until final acceptance by the Village. Materials, components or completed work not complying therewith may be rejected by the Village and shall be replaced by the contractor at no expense to the Village. Any material or component rejected shall be removed from the premises of the Village at the entire expense of the contractor, after written notice by the Village to contractor that such materials or components have been rejected.

**17. Warranty and Guarantee.** Bidders shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of the contract where such specifications meet the minimum of the Village specifications. All warranties and guarantees normally provided for this type of bid will be provided to the Village.

**18. Catalogues or Literature.** Each bidder shall submit all necessary catalogues, descriptive literature, and other documentation needed to fully describe the material or work proposed to be furnished.

**19. Delivery.** Bidders shall state the delivery date for commodities in terms of calendar days after notification of the award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award as well as estimated date of the start of work. Materials being shipped to the Village must be shipped F.O.B. freight prepaid, designated location, Elk Grove Village, Illinois. If delivery is being made by truck, arrangements for the Village's receipt for the material should be made in advance. No truck deliveries will be accepted before 8:30 a.m. or after 3:30 p.m. on weekdays or all day on Saturdays, Sundays or Holidays unless specific permission has been received from the responsible Village official. Bidders shall guarantee delivery of supplies in accordance with the delivery schedule provided in the specifications and proposal. The Village reserves the right to charge the contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Village and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the contractor or vendor.

**20. Protest of Award.** Any person who has an objection to the awarding of a solicitation by the Village, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Purchasing Division prior to award by the Board of Trustees. A protest lodged after award by the Village Board will not be considered.

**21. Discounts.** Cash discounts will be considered in evaluation of the bids. Bidder's providing cash discount shall indicate terms, e.g. 1%-10 days, net 30 days, or 2% 10 days, net 60 days. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Village, whichever is later.

**22. Acceptance.** After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders including the specifications will constitute part of the legal contract between the Village of Elk Grove and the successful bidder.

**23. Materials and Equipment.** Except where the specifications indicate otherwise, the Village of Elk Grove is not responsible to provide any tools, equipment or storage to the contractor in order to permit the completion of any contractual obligations under any contract which may be awarded as the result of the bid.

**24. Exceptions.** Any bidder's exceptions to the terms or conditions, or deviations from the written specifications must be in writing and attached to the bid form. No verbal exceptions or agreements with employees of the Village will be considered valid. Such exceptions or deviations can be cause for rejection of the bid proposal. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.

**25. Required Insurance.** Contractor shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating of A- or better and shall have a financial size category of VII or better.

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:

Workers Compensation                      Statutory Limits

### EMPLOYER'S LIABILITY

Each Accident	\$1,000,000
Disease - policy limit	\$1,000,000
Disease - each employee	\$1,000,000

### COMPREHENSIVE GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$2,000,000



## GENERAL CONDITIONS

---

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

---

The Village of Elk Grove must be named as an additional insured on General Liability policy. The Village may accept a separate owners and contractors protective (OCP) liability policy provided all coverage, limits and endorsements are in conformity with this section and that the Village of Elk Grove is a named insured on the policy.

**COMMERCIAL AUTOMOBILE LIABILITY** - The policy shall cover all owned, non-owned and hired vehicles.

Combined Single Limit	\$1,000,000
-----------------------	-------------

Contractor agrees that with respect to above insurance, the Village of Elk Grove shall:

- Be provided with thirty (30) days written notice of cancellation or material change.
- Be provided with Certificates of Insurance evidencing the above required insurance, within ten (10) business days after notice of award and thereafter with certificates evidencing renewals or replacements of said insurance policies at least fifteen (15) days prior to expiration of any such policies. Said Notices and Certificates of Insurance shall be provided to the Purchasing Division, Village of Elk Grove, 901 Wellington Avenue, Elk Grove Village, Illinois 60007.

**26. Indemnity:** If a contract is awarded, the successful bidder will be required to indemnify and hold the Village harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded. Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Village. The bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

**27. Collusion.** In submitting a proposal, the bidder certifies to the Village of Elk Grove that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, Village employee or any other person, to fix the bid price submitted by the bidder or any other bidder, and agrees to indemnify the Village for any losses sustained by it due to illegal actions of the bidder. (State of Illinois Criminal Code of 1961, Section 33E-3 or 33E0-4, as amended.)

**28. Termination for Default:** When the contractor has not performed or has unsatisfactorily performed under the contract, the Village may terminate the contract for default. The Village may terminate a contract by providing written notice of default to the contractor if:

- a) the contractor fails to make delivery of the materials or perform the services within the time specified in the contract;
- b) the contractor fails to make progress so as to endanger performance of the contract; or,
- c) the contractor fails to provide or maintain in full force and effect the liability and indemnification coverages or performance bond as is required.

In case of default by the contractor, the Village may procure similar supplies or services from other sources and may deduct from the unpaid balance due the contractor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Village of Elk Grove shall be considered the prevailing market price at the time such purchase is made.

**29. Termination for Convenience.** The Village of Elk Grove may terminate a contract, in whole or in part, whenever the Village determines that such termination is in the best interest of the Village, without showing cause, upon giving written notice to the contractor. The Village shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount that exceeds the price bid for the work performed. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**30. Other Requirements.** The bidder certifies that any equipment to be furnished shall be new, current model, standard production, and fully operable unless otherwise indicated on the bid form. Operating and maintenance manuals will be furnished at no cost.

**31. Additional.** The bidder or manufacturer may be required to clarify the bid or acknowledge by written confirmation that the minimum requirements of the specification are included in the bidder's proposal either before or after the bid opening but prior to the award of the contract.

**32. Public Advertising.** The successful bidder is specifically denied the right of use in any form or medium the name of the Village of Elk Grove Village for public advertising unless the Village of Elk Grove grants express permission.

**33. Trade-in.** Trade-in vehicles or equipment shall be inspected prior to the bid opening. The Village is not responsible for any assumptions made by the bidder in evaluating the trade-ins, but is responsible for any material change in the condition from when inspected until actually traded-in.

**34. Fair Employment Practices.** The bidder, in the submission of a proposal, assures the Village that he/she is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference, and as such, will not discriminate against any person by reason of race, creed, color, religion, age, sex, or physical and mental handicaps with respect to the hiring, application for employment, tenure, terms or condition of employments of any person.

**35. Illinois Employment Opportunity Clause.** The Illinois Employment Practice Commission Equal Opportunity clause as required by Article II of Illinois FEPC Rules and Regulations, is considered to be a part of any contract or purchase agreement. A copy is included in these Instructions to Bidders.

**36. Illinois Drug Free Workplace Act.** In submission of any proposal, the contractor acknowledges and warrants that the contractor's workplace notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace (30ILCS 580/1 et seq.).

**37. Employment of Illinois Labor and Prevailing Wage.** In submission of any proposal, the bidder is agreeing to comply with provisions of Preference to Citizens (Illinois) on Public Works Projects Act (Illinois Revised Statutes, Chapter 48, Sec. 269 through 275, and the Wages of Employees on Public Works (Prevailing Wage Act, 820 ILCS 130/1 et seq. (1993), formerly Illinois Revised Statutes, Chapter 48, Sec. 39s-1 et seq.). Effective January 1, 2010, Prevailing Wage (PA 96-0058): Requires public utility companies that contract with an outside contractor on any construction project to pay prevailing wage. (PA 96-0437): Requires a public body to give a contractor written notice on the purchasing order or on a separate document notifying them that prevailing wage must be paid. (PA 96-0186): Adds "demolition" to the definition of public works projects in order for prevailing wage to be paid. The provisions of the applicable state laws are part of any contract awarded by the Village of Elk Grove and bidders must be aware of and willing to comply with these two provisions prior to the submission of any bids. The requirements of these two provisions mandate that preference to Illinois laborers must be granted on any work done on the construction or building of any public works project and that the prevailing rate of wages in the locality for each craft or type of worker or mechanic needed on the project, will be paid. The prevailing rates may be obtained by writing the Conciliation and Mediation Division, Illinois Department of Labor, 100 N. First St., Springfield, IL 62706 or on the IL Dept of Labor web site: <http://www.state.il.us/agency/idol>.

## GENERAL CONDITIONS

**38. The Americans with Disabilities Act.** In submission of any proposal, the bidder acknowledges and warrants that the work or service shall be designed in full compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and with applicable regulations and accessibility guidelines there under. In addition, the bidder acknowledges the Environmental Barriers Act (IL Rev Stat Ch 111 1/2, par. 3711 et seq.) and its regulations in the Illinois Accessibility Code (71 IL Admin. Code S400.110 et seq.). That all products, services, and programs conform to, and be delivered in a manner consistent with the American Disabilities Act. As a condition of receiving a contract with the Village of Elk Grove, the vendor certifies that services, programs, and activities provided under said contract are and will continue to be in compliance with the ADA. Further, the vendor agrees to indemnify the Village of Elk Grove against any and all claims and the costs of legal defense resulting from the vendor's failure to be in compliance with the ADA.

**39. Financial Obligations.** Any bidder, including owners and corporate officers of said firm, with outstanding financial obligations to the Village at the time of this bid, must satisfy all outstanding financial obligations prior to being considered for recommendation of contract award submitted under this proposal/bid.

**40. Invoicing.** For auditing purposes and to coincide with our fiscal year end, any invoices for work or product delivered through April 30<sup>th</sup> of each year must be received by our accounts payable department by May 30<sup>th</sup> of that same year.

**41. Freedom of Information Act.** In submission of this proposal, bidder agrees to comply with provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., and shall maintain all records and documents related to any work performed for the Village. In addition, bidder shall produce records which are responsive to requests received by the Village under the Freedom of Information Act so that the Village may respond to those requests within the required timeframe. If additional time is necessary to respond to a request, the bidder shall notify the Village immediately, and the Village shall request an extension to comply with the Act. In the event the Village is found to be non-compliant with the Freedom of Information Act due to the bidder's failure to produce documents or otherwise appropriately respond to a request under the Act, then bidder shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorney's fees and penalties.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, 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 the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

- (1) 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 under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission'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.
- (3) 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, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also so include the provision of paragraphs 1, 5, 6, and in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.