



Naperville

June 11, 2009

Dear Prospective Proponent:

The City of Naperville is presently seeking the services of a reputable and experienced specialty firm with considerable expertise in telephone Computer Applications Help Desk Support (focusing on Microsoft Office Applications).

Title: **Computer Application Help Desk Support**
RFP No: **10-028**

RFP Due Date: **June 30, 2009 at 2:00 p.m.**, local time, City of Naperville, Procurement Services Team Office, 400 South Eagle Street, Naperville, IL 60540.

Please note the following requirements:

- Affidavit of Compliance
- Cost Information Included in a Separate Envelope
- Signed Proposal Form

We sincerely hope that you take the time to submit a proposal. If you choose not to, please fill out the enclosed NO BID form and return it to us as soon as possible.

If you need additional information please contact us at 630.420.6062 or fax to 630.305.5356.

Sincerely,

Jan Fischer

Jan Fischer
Procurement Specialist
630.420.6062
fischerj@naperville.il.us
Procurement Services Team



CITY OF NAPERVILLE

RFP NUMBER: 10-028

Computer Application Help Desk Support

DUE DATE/TIME:
June 30, 2009, at 2:00 p.m.

PLACE:
City of Naperville, Procurement Services Team Office
400 South Eagle Street, Naperville, Illinois 60540

MICHAEL E. BEVIS, CPPO, C.P.M.
CHIEF PROCUREMENT OFFICER
bevism@naperville.il.us

JAN FISCHER,
PROCUREMENT SPECIALIST
630.420.6062
fischerj@naperville.il.us



2000- 2001- 2002- 2003- 2004- 2005- 2006 - 2007 - 2008



The City of Naperville Procurement Services and its service provider Demandstar by Onvia are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Naperville Procurement Services Team to provide a contact name, mailing address and phone number to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Naperville is prohibited.

**CITY OF NAPERVILLE
GENERAL TERMS AND CONDITIONS
REQUEST FOR PROPOSAL (RFP) INSTRUCTIONS TO PROPOSERS**

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS, FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

RFP PROCESS

PROPOSAL FORMS

Proposals must be accompanied by a fully executed Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the proposer, properly signed in the appropriate places, and submitted in a sealed envelope.

SUBMISSION OF PROPOSALS

All proposals submitted must be received in an envelope by the Purchasing Division before the time specified for receipt of proposal. The envelope must be clearly marked "SEALED PROPOSAL" --WITH THE RFP TITLE, RFP CALL NUMBER, DATE DUE AND TIME OF RECEIPT, written on the front of the envelope. The Purchasing Manager, or his designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Purchasing Division). Formal sealed proposals, amendments thereto, or requests for withdrawal of proposals after the time specified for the proposal opening will not be considered.

ADDENDUM

Proposers shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

SAMPLES

Samples or drawings requested shall be delivered free of charge with the proposal. Rejected samples shall be removed by the proposer at his own expense after receipt of same. Accepted samples will be retained during the life of the contract.

NO RESPONSE

In the event you cannot submit a proposal, please return the Proposal with an explanation as to why you are unable to propose and mark it "NO RESPONSE."

QUESTIONS

All questions concerning the RFP shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five working days prior to date of receipt so that the Purchasing Division can issue a written response to all proposers of record in the form of an addendum. Whenever the answer to a question is contained in the documents, the proposer shall be directed to the provision in the specifications which responds to the question.

ALTERNATE PROPOSALS

The proposal specifications may not state that an alternate proposal is permissible, but each proposer is encouraged to do so.

ALTERNATE PROPOSALS, SOLICITED

In soliciting alternate proposals, the City is drawing upon the proposer's expertise and knowledge within the scope and/or context of the service sought.

PROPOSALS BINDING FOR 120 DAYS

Unless otherwise specified in the specifications, all formal RFP submitted shall be binding for one hundred & twenty (120) calendar days following date of receipt.

AWARDING THE PROPOSAL

**CRITERIA FOR AWARDING AND
RESERVATION OF RIGHTS**

The contract will be awarded to the responsible, responsive proposer, or any other proposer determined by the City Council to be in the best interest of the City, who meets or exceeds the criteria, provisions sought by the requesting department. The City reserves the right to reject any or all proposals or to waive any details in

proposals received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the City.

- (a) The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- (b) Whether the proposer can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the proposer to provide future maintenance and service for the use of the subject of the contract;
- (i) Proposer's record of experience in this field of endeavor; and, the size and scope required in the proposals specifications;

NOTICE OF AWARD

The City intends to accept in writing one of the proposals, within one hundred & twenty (120) days from the date of receipt, or the time specified within the specifications, unless the awardee extends the time of acceptance to the City. Notice of Award will be mailed to all proposers of record within the time for acceptance specified in the Request for Proposal.

CONTRACT AWARD

MANDATORY TERMS

Any award made as a result of this Request for Proposals will subject to the following and shall comply substantially with the attached Consulting Services Agreement. By submitting a proposal the Proposer agrees to accept to be bound by the following terms and requirements in any resulting contract:

TERMINATION

Any resulting contract will specify as follows:

This Agreement may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the City's substantial failure to perform, the Consultant shall be paid for labor and expenses incurred to date as provided in Section 5, subject to setoff for any damages, losses or claims against the City resulting from or relating to Consultant's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Consultant for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Consultant will be paid for

services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Consultant also will be reimbursed for the charges of independent professional associates and consultants employed by the Consultant to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Consultant or the Consultant's independent professional associates or consultants, directly or indirectly in connection with the Project.

INSURANCE

The Proposer shall, at their expense, secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Consultant shall furnish Certificates of Insurance to the City prior to contract award and in no case shall any work begin without approved insurance in place. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left".

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(A) Commercial General Liability:

Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

Limits:

General Aggregate	\$ 2,000,000.00
Products/Completed Aggregate	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

Coverage is to be written on an "occurrence" basis.

Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

Coverage shall include all negligent errors and omissions arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this Agreement.

(B) Professional Liability:

Claims Made \$2,000,000.00

Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this Agreement.

(C) Worker's Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Consultant shall require each of its Subcontractors similarly to provide Worker's Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Worker's Compensation statute, the Consultant shall provide, and shall cause each its Subcontractors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) Comprehensive Automobile Liability:

Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

Limits:

Combined Single Limit \$ 1,000,000.00

(E) Umbrella:

Limits:

Each Occurrence/Aggregate \$ 2,000,000.00

The City of Naperville shall be named as additional insured on all insurance policies except Workmen's Compensation and Professional Liability.

The proposer understands and agrees that, except as to professional liability, any performance bond or insurance protection required by this contract or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City as herein provided.

DRAWINGS AND DOCUMENTS

Any drawings and other documents required to be prepared by the Proposer as part of their proposals and/or made pursuant to any resulting contract for the Project shall be the property of the City. Subject to the disclosure requirements of the Freedom of Information Act, any drawings and other documents prepared for the project shall not be released to any third party without the prior written approval.

All documents, including without limitation, drawings, specifications, and computer software prepared pursuant to any resulting Agreement are instruments of service with respect to the Project.

Such documents are not intended or represented to be suitable for reuse by the City or others for expansions of the Project or for any other project.

INDEMNIFICATION

Any resulting contract will specify as follows:

The Consultant shall indemnify and hold harmless the City, its officers or employees from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement because of any negligent act or omission, neglect, or misconduct of the Consultant, its employees and agents, or any of its subcontractors. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The Consultant shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy construction as a result of any negligent act or omission, neglect, or misconduct in the performance of its work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions

or damages of any nature whatsoever resulting therefrom. Acceptance of the work will not relieve the Consultant of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

The Consultant shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions and/or negligent acts of the City or its agents, or by changes ordered in the work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the Consultant's control. In the event of such delay, the Consultant will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

The Consultant shall not be responsible for any damages which may occur as a result of any modifications made to the plans of the Consultant by others without the Consultant's knowledge, or for damages which may occur because of the improper or negligent acts of third parties.

The City will release and hold harmless the Consultant for delays or losses experienced by the City or others which result from the discovery of concealed conditions which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services will be considered.

SUCCESSORS AND ASSIGNS

Any resulting contract will specify as follows:

The City and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other

party in respect to all covenants of this Agreement. Except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

FORCE MAJEURE

Any resulting contract will specify as follows:

Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

AMENDMENTS AND MODIFICATIONS

Any resulting contract will specify as follows:

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the City and the authorized representative of the Consultant.

STANDARD OF CARE

Any resulting contract will specify as follows:

The Consultant shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Consultant's fulfillment of the scope of work in accordance with accepted professional planning and/or engineering standards.

LAWS GOVERNING

Any resulting contract will specify as follows:

This contract shall be governed by the laws of the State of Illinois. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

RIGHT TO AUDIT CLAUSE

Any resulting contract will specify as follows:

RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS:

The Contractor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Contractor will provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Contractor shall retain and preserve all information relating to the work for a period of at least four (4) years from the date of the completion of the work.

The City will have the right to audit any records necessary to permit evaluation and verification of contractor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the contractor's current and former employees, as related to this contract, during the audit.

The Contractor will provide the City with adequate and appropriate workspace, with access to photocopy machines, during the audit.

The Contractor will include in its subcontracts a provision granting the City the right of audit provisions against subcontractors as contained in this article.

**CITY OF NAPERVILLE
DEPARTMENT OF INFORMATION TECHNOLOGY
COMPUTER APPLICATIONS HELP DESK SUPPORT
RFP 10-028**

DISCLAIMER

The City of Naperville Procurement Services and its service provider Demandstar by Onvia are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Naperville Procurement Services Team to provide a contact name, mailing address and phone number to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Naperville is prohibited.

BACKGROUND

The City of Naperville is presently seeking the services of a reputable and experienced specialty firm with considerable expertise in telephone Computer Applications Help Desk Support (focusing on Microsoft Office Applications) for a one year contract with the City having the option to extend for four additional one year extensions.

MINIMUM REQUIREMENTS

All firms must meet the following minimum requirements for consideration:

- Working for and familiarity with the municipal procurement process.
- Demonstrated experience with Computer Applications Help Desk Support.
- Agents available to support all help levels (beginner, intermediate, and advanced).

SCOPE OF WORK

- The City prefers a Microsoft Certified Agency, with agents available to answer staff questions for Microsoft Office 2007 applications (Word, Excel, PowerPoint, Access, Outlook) and Adobe Acrobat all skill levels – beginner, intermediate, and advanced. The majority of questions are in the Intermediate area.
- Availability: Monday – Friday, coverage for normal business hours. Hours should cover 8:00 am – 6:00 pm, CST.
- Approximate number of calls per month/year: 60 – 80 calls per month, 950 per year.

FEE PROPOSALS

Fee proposals will be submitted in a separate sealed envelope clearly marked “Fee Proposal, RFP 10-038, Computer Applications Help Desk Support”. **Do not include any fee information anywhere else in your proposal, either in the original or in any of the copies.**

Fees should be submitted on the form provided. The estimated numbers of hours are for determination of the firms’ cost and are not a guaranty of amount of hours to be awarded.

SUBMITAL CONTENTS

In order to be considered for this proposal, all vendors must include all of the following information in their proposal response:

A. Qualifications & Experience

- Provide a general overview of your firm, including proof of financial stability, number of years in business, number of employees, etc.
- Describe your firm’s expertise in the area of Computer Applications Help Desk Support. Include verification of Microsoft Certification (if applicable).
- Provide evidence of working for and familiarity with the municipal procurement process.

B. References

- Provide at least three (3) references of clients for whom your firm has performed services of a similar magnitude and scope, including their address, telephone numbers and a contact person.

C. Method of Approach

- The proponent will prepare a detailed Method of Approach to the Scope of Work, which indicates the services proposed to be performed by the proponent. This section will confirm the proponents understanding of this RFP and will address all the requirements specified within the RFP. The proponent will clearly outline the approach of the firm in meeting the responsibilities that the City has outlined.

D. Supported Applications

- List all software applications that your firm supports.

E. Pricing Structure

- Supply sample of detailed monthly reports, including running total of monthly charges and current balance: Include Date of call, User’s name, Application/Issue, and Resolution.
- Describe in full detail your billing: how costs are calculated, charged, and reported.

SELECTION PROCESS

The City of Naperville will evaluate proposals and select the vendor on the basis of the following criteria:

ITEM	PERCENTAGE
Qualifications and Experience	30%
References	15%
Method of Approach	30%
Breadth of Supported Applications	15%
Pricing Structure	10%
Total	100%

A selection committee comprised of City staff will review, evaluate and score all proposals, based on the criteria and weights defined above. The total score for each vendor will be converted to a decimal (i.e., 86% becomes .86).

After all proposals have been scored, each proposer's Fee Proposal will be opened. Proposed costs will be divided by the respective proposer's qualifications score (expressed as a decimal) to yield an "adjusted cost." The vendor with the lowest adjusted cost will be recommended for project award, subject to City Manager approval.

The Evaluation Committee may conduct discussions with any proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other proposer.

SUBMISSION OF PROPOSAL

Proposals should be submitted as 1 original and 1 CD in pdf format. Do not use 3 ring binders. The project title, "Computer Applications Help Desk Support" and "RFP Number 10-028" shall also appear on the outside of the package in the lower left hand corner with the opening day and time.

Proposals should be sent to:

Jan Fischer
Purchasing Division
City of Naperville
400 S Eagle St.
Naperville, IL 60540

QUESTIONS

All questions concerning the RFP shall be submitted in writing at least **five business** days prior to the RFP due date via fax (630-305-5356) to the attention of Jan Fischer, or email fischerj@naperville.il.us. A written response in the form of an addendum will may be issued as appropriate. No contact with any other Department or City employee shall be made during the RFP process.

Sealed RFP

(Attach to outside of RFP)

RFP 10-028

Computer Application Help Desk Support

DUE DATE:

June 30, 2009 - 2:00 p.m.

TIME OF RECEIPT:

FROM:

MICROSOFT HELP DESK SUPPORT
PROCUREMENT NO. RFP 10-028

CITY OF NAPERVILLE
REQUEST FOR PROPOSALS
PROPOSAL FORM

The proposer shall also include with his return RFP a signed copy of the enclosed affidavit, as well as literature, samples, etc. as required within the Request for Proposal Specifications.

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

The undersigned acknowledges receipt of addendum(s): _____; _____; _____.

***PLEASE SUBMIT ONE (1) ORIGINAL
AND
ONE(1) CD IN .PDF FORMAT OF YOUR PROPOSAL***

CONTACT:

FOR CLARIFICATION OF THIS PROPOSAL

FIRM NAME

NAME

ADDRESS

PHONE NUMBER

CITY, STATE AND ZIP CODE

FAX NUMBER

SIGNATURE AUTHORIZED REPRESENTATIVE /
DATE

E-MAIL ADDRESS

PRINT NAME / TITLE

FEE PROPOSAL FORM
RFP 10-028
COMPUTER APPLICATIONS HELP DESK SUPPORT

Fee proposals will be submitted in a separate sealed envelope clearly marked "Fee Proposal, RFP 10-038, Computer Applications Help Desk Support". **Do not include any fee information anywhere else in your proposal, either in the original or on the CD.**

The estimated numbers of hours are for determination of the firms' cost and are not a guaranty of amount of hours to be awarded.

The undersigned hereby states, under penalty of perjury, that all information provided in this offer and the attached Affidavit of Compliance is true, accurate, and complete and that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Naperville.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

ESTIMATED # OF HOURS/MONTH	UNIT COST	TOTAL MONTHLY CHARGE	TOTAL YEARLY CHARGE
80 Hrs per Month	\$	\$	\$

Firm Name: _____

Signature: _____

Date: _____

CITY OF NAPERVILLE
Information Technology
Help Desk Support
RFP 10-028

REFERENCES
Name of Company Address Contact Person Phone Number Fax Number Type of Project
Name of Company Address Contact Person Phone Number Fax Number Type of Project
Name of Company Address Contact Person Phone Number Fax Number Type of Project

AFFIDAVIT OF COMPLIANCE

APPLICANT: _____
Name

Address

Federal Tax I.D. # _____

As a condition of entering into a contract with the City of Naperville, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type) _____

being first duly sworn on oath, deposes and states that he is _____

(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of _____

(Name of Company),
the party making the foregoing bid, and that he has the authority to make any disclosures or certifications required by this Affidavit on behalf of the bidder and that all the information contained in this Affidavit is true and correct in both substance and fact.

DISCLOSURE OF BENEFICIARIES

Section 1. Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the Naperville Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Naperville.

A. Nature of Benefit sought by the undersigned (state Bid or RFP No.). _____

B. Nature of Applicant: (Please check one)

- | | | | |
|-----------------------|-------|------------------|-------|
| 1. Natural person | _____ | 4. Trust/Trustee | _____ |
| 2. Corporation | _____ | 5. Partnership | _____ |
| 3. Land Trust/Trustee | _____ | 6. Joint Venture | _____ |

- C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

- D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
------	---------	---------------------

1. _____

2. _____

3. _____

4. _____

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;

- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 3. The undersigned further states that: **(circle A or B)**

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;

- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. 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 Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to

be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by: _____
[name]
[title]

Subscribed and Sworn to before me this _____ day of _____, 20__, A.D.

By: _____
Notary Public

-seal-



**City of Naperville
NO BID Survey Form**

Please note: This form is only required if you are not bidding.

Title/Bid No: _____

Reason for not bidding:

- | | |
|---|--|
| ☐ Not enough time to respond | ☐ Could not compete |
| ☐ Not our business | ☐ Too busy right now |
| ☐ Do not provide this com./service | ☐ Could not meet specs./ requirements |
| ☐ Could not get required insurance | ☐ Could not get required bond |

Other: _____

Suggestions: _____

Company Name: _____

Address: _____

Person Submitting

Form: _____

Date: _____

Phone/Fax Number: _____

Please keep us on the bidders list: _____ yes / _____ no