



REQUEST FOR PROPOSALS

Proposals for the following item(s) or service are sought:

Scanning and Sketching of
Champaign Township Property Record Cards

Requesting Department:

Town of the City of Champaign Township Office

Attention: Township Assessor Paul Faraci
51 E. Logan St.
Champaign, IL 61820

Date of Request:

November 5, 2018

The original plus one (1) copy of your proposal(s) MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

PROPOSAL DUE DATE: November 20, 2018
PROPOSAL DUE TIME: 12:00p PREVAILING TIME

All proposals submitted in response to this Request shall be irrevocable for a period of **One Hundred Twenty (120) days** after the Proposal due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

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

SECTION 1. INTRODUCTION

1.1 Standard Terminology

The term "Township" refers to the Town of the City of Champaign Township. A prospective Contracting Agency will be referred to as the "Vendor". "Proposal" shall refer to all proposals, quotes, and/or qualifications submitted in response to this Request.

1.2 Vendor Questions

ALL questions pertaining to this Request (RFP or RFQ) must be submitted in writing either via e-mail, personal delivery, or e-mail at least five (5) business days prior to the deadline for submission to:

Paul Faraci
Township Assessor
Town of the City of Champaign Township
51 E. Logan St.
Champaign, IL 61820
Email: p.faraci@champaignil.gov

Vendors are prohibited from contacting staff of the Township regarding this Request except as specifically set forth herein. Failure to comply with this provision may result in rejection of any or all proposals. Vendors are advised to confirm receipt of any question submitted electronically.

1.3 General Instructions

- A. All proposals should follow the format described in this Section and in "Content and Format" Section of this Request. Vendor shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described.
- B. The requirements stated herein are mandatory unless stated otherwise. It should be understood that failure to respond to a specific requirement may be the basis for eliminating a Vendor from consideration during comparative evaluation of proposals.
- C. The Township reserves the right to accept or reject any or all proposals, or portions thereof.
- D. When a package proposal is made for a package price, the package price shall be taken to include all items referenced in the package.
- E. The Vendor may submit multiple proposals involving various methods of meeting proposal objectives. However, each submitted proposal shall be complete in every respect and marked as Proposal No. 1, No. 2, etc. on the cover page.

- F. Subsequent to receipt of proposals, the Township or its authorized representative may require the Vendor to make oral presentations or to respond to telephone calls or clarify its Proposal.
- G. Section and subsection numbering should be in a consistent format using the numbers indicated in the "Content and Format" section of the Request and beginning each section on a new page.

1.4 Content and Format

An original plus the required number of copies of the proposal shall be submitted along with all the required documentation. The original and copies of the proposal shall be packaged separately and securely bound and sealed. Each shall show the name and address of the Vendor submitting the proposal on the front cover.

Proposals should include the following in the order listed. Each section should be labeled.

Section 1. Vendor Information:

- (A) Name, address, phone number, email and fax (if any) of the Vendor.
- (B) Name of the contact person for the Vendor.

Section 2. Acknowledgments:

Acknowledgment of any response to questions or addenda sent by the Township.

Section 3. References:

List of two (2) references that may be contacted. Include the name, address, phone number, website and a contact person for each reference.

Section 4. Proposal Information:

- (A) Address each and every requirement listed in the Specifications by providing:
 - (i) An overview of the proposal
 - (ii) Detailed technical response
 - (iii) Detailed costs
- (B) Proposal Form(s) if provided by the Township.

Section 5. Contract Documents:

The selected Vendor shall execute and submit a signed original contract with the Township in the form provided. Any suggested modifications shall be detailed in a separate submittal entitled "Suggested Modifications". No suggested modifications to the agreement shall be

effective or binding unless and until accepted by the Township in a written agreement.

The Proposal, including the executed contract and any suggested modifications, shall constitute an offer to provide goods and/or services to the Township on the terms proposed.

The person or persons signing on behalf of the selected Vendor must be authorized by said Vendor to sign such a contract. If the person signing for the Vendor is not a corporate officer in the case of a corporation, a partner in the case of a partnership, or a member in the case of an LLC, then the Vendor shall provide documentation of that person's authority to execute the contract on behalf of the Vendor. Acceptable documentation of said authority shall include a resolution adopted by the board of the business entity in question or bylaws of that entity granting said authority, or a cover letter signed by a corporate officer, a partner or a member as the case may be, granting said authority.

A full and valid complement of all standard warranties, if applicable, should be included. The contract documents shall incorporate all requirements required in this Request and all elements of the Vendor's proposal. In the event of a conflict between the requirements of this Request or the Vendor's Proposal, the Request requirements shall govern.

Section 6. Additional Contract Documents:

The Vendor shall submit the following additional documents with the Proposal:

- (A) Disclosure Affidavit
- (B) Dual Representation Affidavit
- (C) Proposal Form

1.5 Evaluation Criteria

The Township will conduct an evaluation of the proposal(s) submitted. The evaluation will be based on at least the following criteria; however, not necessarily in the order provided or with equal weight given to each criterion.

The Vendor will be evaluated based on:

- A. Compliance with the Request requirements;
- B. Cost of the specified items or services; and
- C. Other criteria as set forth below:
 - (1) The ability, capacity, and skill of the Vendor to perform the contract or provide the service required;
 - (2) The capacity of the Vendor to perform the contract or provide the service promptly or within the time specified, without delay or interference;

- (3) The character, integrity, reputation, judgment, experience and efficiency of the Vendor including but not limited to past performance record; default under previous contracts, whether or not such contracts were with the Township; competency; and failure to pay or satisfactorily settle all bills due for labor and material on former contracts;
- (4) The previous and existing compliance by the Vendor with laws and ordinances relating to the contract;
- (5) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or contractual services to the particular use required;
- (6) The ability of the Vendor to provide future maintenance and service for the use of the subject of the contract, including guarantees;
- (7) The sufficiency of the financial resources and financial ability of the Vendor to enter into and perform the contract or service.

1.6 Rights to Submitted Materials

All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, displays, and other documentation submitted by the Vendor shall become the property of the Township when received and shall not be returned to the Vendor. The Township reserves the right to use the material or any ideas submitted in this proposal in response to the Request whether amended or not. Selection or rejection of any proposal does not affect this right.

1.7 Public Records and Requests for Confidential Treatment

Proposals become the property of the Township and, along with late submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that Township treat certain information as exempt.

A request for confidential treatment will not supersede the Township's legal obligations under FOIA. The Township will not honor requests to exempt entire proposals, and it shall be your responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless of the application of any exemptions pursuant to FOIA or other law or rule, the Township shall disclose the successful proposer's name, the substance of the proposal, and the price.

If you request exempt treatment of a portion(s) of your proposal, you must submit an additional copy of your proposal with such exempt information deleted. This copy must state the general nature of the material redacted and shall retain as much of the proposal as possible. You, the proposing party, shall be responsible for any costs associated with the Township's defense of your request for exempt treatment. Further, you agree to allow the Township to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.

1.8 Proprietary Information

Any restrictions on the use of information contained within a proposal shall be clearly stated as such within the proposal. The Township will only be able to comply with a request for confidentiality to the extent allowed by law.

1.9 Prevailing Wage Rates

If this project involves a Public Work, the Vendor shall fully comply with all requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

1.10 Acceptance of Proposal Content

The contents of the proposal or parts thereof selected by the Township will be incorporated into the final Contract Documents to the extent they comply with this Request.

1.11 Cost of the Vendor to Respond to Request

The Township is not responsible for any cost incurred by a Vendor in the process of responding to this Request or for any pre-contract costs incurred by any Vendor participating in the selection process.

1.12 Public Advertising

The Vendor is specifically denied the right to use the name of the Town of the City of Champaign Township for public advertising or reference in any form or medium without the express written permission of the Town of the City of Champaign Township.

1.13 Termination

The Township reserves the right to terminate the selection process at any time, to reject any or all proposals and to award the contract which is in the best interest of the Town of the City of Champaign Township.



SECTION 2. SPECIFICATIONS

Specifications

Scanning and Sketching of the Champaign Township Property Record Cards For the Town of the City of Champaign Township Office in Champaign, Illinois

2.1 Purpose/Background: The Town of the City of Champaign Township Assessors Office is requesting proposals from interested and qualified companies to provide Scanning and Sketching of approximately 22,500 Property Record Cards (“PRCs”) to the City of Champaign Township.

2.2 Scope of Work: Services to be provided include; Scanning and Sketching of Property Record Cards.

In addition to any information requested in the Request for Proposals, all proposals must provide an explanation of how the vendor will accomplish number 1 and 2 below, and must address their ability to meet the criteria listed in Section 2.3.

1. Scanning
2. Sketching

2.3 Township Assessor Property Record Card Scanning and Sketching Details:

The selected Vendor must provide the following –

1. Scanning the PRCs: the selected Vendor will scan the PRCs at their office and convert them to a tif file format for the next phase of sketching and will provide the City of Champaign Township Office with the tif file format.
2. Sketching: Once the PRCs are scanned and converted by the selected Vendor’s office,
 - a. Drawings on the PRC’s will be sketched utilizing software specified by the vendor.
 - b. Properties will be sketched as accurately as possible based upon the hand-drawn sketches provided on the PRCs sketching software.
 - c. Once sketches are complete the chosen vendor will provide those files in a usable open-source tif format.
3. The selected Vendor will pick up from the City of Champaign Township office and gather the Property Record Cards from the file cabinets that are located in the City of Champaign Township Assessors office. The selected Vendor will be required to pick up the Property Record Cards in three separate visits, approximately 7,500 PRCs at a time. The selected Vendor will make the appropriate arraignments to redeliver and gather the next batch of PRCs.

2.4 Service Dates:

- January 10, 2019 - Pick up of approximately 7,500 City of Champaign Township PRCs
- February 10, 2019 - Return of 1st 7500 PRCs and pick up of 2nd batch of PRCs
- March 10, 2019 – Return 2nd batch of PRCs and pick up 3rd and final batch of PRCs
- April 1, 2019 – Return final batch of PRCs

2.5 Compensation:

All proposals must list prices per PRC for each of the following categories (Pick up and redelivery must be included in the cost of the following) -

- Residential: Sketching -
- Commercial/Industrial: Sketching -
- Agriculture: Sketching -
- Scanning: Agriculture, Residential, Commercial/Industrial -

2.6 All proposals must include a full accounting of any and all potential costs to the Township, including, but not limited to, any cost for support and training.

CONTRACT FOR PROFESSIONAL SERVICES

Services Requested: Scanning and Sketching of City of Champaign Township Property Record Cards	
Date of Contract: _____	
TOWNSHIP: BY: _____ <p align="center">Township Assessor Paul N. Faraci</p> ATTEST: _____ <p align="center">Township Clerk</p> DATE APPROVED BY TOWNSHIP BOARD: _____	SELECTED VENDOR : BY: _____ Printed Name: Print Title: ATTEST: _____ Title: _____
Township Contact: Paul N. Faraci	
APPROVED AS TO FORM:	

CONDITIONS

1. **Scope of Services.** The selected Vendor shall perform the work described in Exhibit "A", attached hereto and incorporated herein, which is a proposal dated _____.
2. **Payment.** The selected Vendor shall be compensated at the rate of \$____ with a total not-to-exceed amount of \$. Payment shall be due in: **Single Payment.** Payment for services rendered shall be due to the selected Vendor only after receipt by the Township of an itemized statement at the end of performance by the selected Vendor. Such statement shall describe the services rendered and shall reference the date of such services, The amount of such statement shall not exceed the not-to-exceed amount set forth above. The Township shall render payment within____days following receipt of a statement of itemization of the services, timely and satisfactorily performed. The selected Vendor waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.
3. **Personal Services.** The parties, as the basis of this Agreement, agree that as representative of the selected Vendor, shall personally perform or directly supervise the selected Vendor's performance hereunder.

4. Time of Performance. The selected Vendor shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work **by April 1, 2019.** Time is of the essence of this Agreement.

5. Indemnity/Hold Harmless. To the fullest extent allowed by law, Selected Vendor shall indemnify and save harmless the Township against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Township, and shall defend, indemnify and save harmless the Township from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the selected Vendor or the selected Vendor employees or subcontractors and acts or omissions of employees or agents of selected Vendor or subcontractors, unless caused solely by the Township, its officers or employees. The Township shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the selected Vendor under this Agreement, and the whole or so much of the money due or to become due the selected Vendor under this Agreement, as may be considered necessary by the Township, shall be retained by the Township until such claims, demands, suits, actions, or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Township.

6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider shall maintain in full force and effect insurance policies as enumerated herein. All policies, except policies for professional liability, shall be written on an occurrence basis. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. The City of Champaign Township and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The Township's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates. Professional liability shall be written on a form satisfactory to the Township. Prior to execution of this Agreement, the Service Provider shall provide the Township with a copy of the Professional Liability policy for approval, said approval shall not unreasonably be withheld. In addition, the Service Provider shall provide the Township with certificates of

insurance showing evidence the insurance policies noted below are in full force and effect and giving the Township at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the Township at least thirty (30) days prior to policy expiration.

A. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: \$100,000 per accident or disease, per employee

B. General Liability: Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

1. Products and completed operations coverage.
2. Contractor's Protective coverage.
3. Personal Injury Liability coverage.

C. Automobile Liability: Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

D. Professional Liability: A professional liability errors and omissions policy with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.

E. Errors and Omissions: If the Service Provider provides services to the Township that are of a nature that professional liability insurance is not commercially available, s/he shall provide evidence of errors and omissions insurance with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.

F. Umbrella Liability policies may be used to satisfy the limits named above.

If a self insured retention or deductible is maintained on any of the policies, the amount of the self insured retention or deductible shall be approved by the Township. Such approval shall not be unreasonably withheld. This provision shall not be construed to be a limitation of liability for the Service Provider.

The selected Vendor shall procure and maintain, at the selected Vendor's own cost and expense, any additional kinds and amounts of insurance that, in the service Vendor's own judgment, may be necessary for the selected Vendor protection in the prosecution of the work.

7. Termination and Suspension.

(a) This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

(b) The Township may terminate this Agreement with or without cause by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to selected Vendor. The Contract shall cease and terminate on the 15th day after the date of Notice.

(c) In the event that any of the provisions of this Agreement are violated by the selected Vendor or the Township, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate.

(d) In the event of termination, the selected Vendor shall be paid by the Township for all services performed to the satisfaction of the Township which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the Township, until the date of termination. The selected Vendor will provide all work documents developed up to the date of termination prior to the Township rendering final payment for service, which documents become the property of the Township.

(e) The selected Vendor shall be responsible for all costs incurred by the Township to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Agreement, including all court costs and reasonable attorneys' fees.

8. Documents. All documents generated by the selected Vendor as the result of this Project, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, shall become the property of the Township upon completion or termination of the Project. The selected Vendor shall be liable to the Township for the cost of replacement for loss or damage of any documents belonging to the Township while in the possession or control of the selected Vendor.

9. Confidentiality. The selected Vendor shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the Township as confidential.

10. Nature of Selected Vendor 's Relationship with Township; Attorney's Fees. The selected Vendor will be acting as an independent contractor and not as an employee of the Township. This is a personal service contract and the work shall be performed to the satisfaction of the Township, as it shall in its sole discretion determine. The selected Vendor

shall be responsible for all costs incurred by the Township to enforce the provisions of this Agreement, including court costs and reasonable attorney's fees.

11. Copyright. The selected Vendor assigns to the Township any and all of selected Vendor's rights under copyright laws for work prepared by the selected Vendor, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The selected Vendor agrees to execute any additional documents the Township may request to effectuate the assignment of said copyright.

12. Successors and Assigns. The Township and the selected Vendor each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the selected Vendor of its interest in this Agreement without the written consent of the Township shall be void.

13. Compliance with Law. The selected Vendor shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, selected Vendor agrees to complete and maintain on file with the Township a current Disclosure Affidavit, attached to this Contract.

14. Dual Representation Affidavit. The selected Vendor agrees to fill out the Dual Representation Affidavit attached to this Agreement.

15. Judicial Order to Terminate. Should any court of competent jurisdiction find that this Contract is invalid, this agreement shall terminate and the selected Vendor shall seek no damages from the Township for the same.

16. Use of Township's Name. The selected Vendor may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the Township. The selected Vendor may not use the Township's name in any advertisements without prior written Township permission.

7. Notices. Notice given hereunder shall be given to:

The Township at:
Town of the City of Champaign Township
Township Assessor
51 E. Logan Street
Champaign, Illinois 61820

Selected Vendor

and

Jennifer Bannon
Township Attorney
City of Champaign Legal Department
102 N. Neil St.
Champaign, IL 61820

18. Amendments. This Agreement may be amended only by written agreement signed by both the selected Vendor and the Township.

19. Survival of Provisions. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

20. Additional Contract Documents. The following documents shall be incorporated by reference as a part of this Contract:

- Exhibit A (Vendor's Proposal, Quote, Scope of Work, Statement of Work, etc.)
- Disclosure Affidavit
- Dual Representation Affidavit

PROPOSAL FORM

Item or Services Sought: **Scanning and Sketching of Champaign Township Property Record Cards**

1. The undersigned submits the following proposal for the above referenced items or services as requested in the RFP/RFQ.
2. Vendor offers to supply all items or services required by the Contract Documents for the amount set forth in Section II below or as set forth in the Proposal.
3. The undersigned has familiarized himself/herself/itself with all of the conditions affecting the contract and the detailed requirement of performance, and understands that in making this proposal, the Vendor waives all right to plead any misunderstanding regarding the same.
4. The undersigned further agrees to ship the products and equipment as set forth in Section IV below and/or to perform the work in such manner and with sufficient materials, equipment and labor as will ensure its completion in accord with all expectations as set forth in the Request and Contract Documents.
5. If required by the RFP/RFQ, accompanying this Proposal is a bank draft, bank cashier's check, certified check or bid bond issued by a surety licensed to do business in Illinois, or letter of credit, complying with the requirements of the specifications and instructions, made payable to the City of Champaign Township in the amount set forth in Section III.

If this Proposal is accepted and the undersigned shall fail to execute a contract or submit evidence of insurance, performance bond or other documents as required, it is hereby agreed that the amount of the check, letter of credit, draft or bond shall become the property of the Township, and shall be considered as payment of damages due to delay and other injuries suffered by the Township because of the failure to execute said contract; otherwise, said check, letter of credit, draft, or bond, shall be returned to the undersigned as provided for in the Request.

6. I certify that this Proposal has been prepared under my personal supervision and with my full knowledge. I propose to furnish only those items of service specified. I will not petition the Township for a substitution of the specified services, unless previously approved in accordance with the RFP/RFQ.
7. Vendor further agrees that this proposal may not be withdrawn from consideration for a period of One Hundred Twenty (120) days from the proposal due date.
8. The undersigned acknowledges receipt of the following addenda:

ADDENDA NO.	DATE OF ADDENDA

--	--

9. I hereby attach any and all warranty documents, affidavits, and all other materials required by the specifications.

I. <i>(Please Type or Print)</i> Name and Address of Vendor: _____ _____ Contact Person: _____ Phone: _____ Fax and Email: _____
II. Total Proposal Amount: _____
III. <i>(Circle One)</i> Proposal Bond / Certified Check / Cashier Check / Bank Draft / Letter of Credit Bond Amount: <u>NOT APPLICABLE</u> (10% of Proposal Amount) (Item MUST be attached to this form)
IV. Delivery/Completion Date: ____ _____ Or Within _____ days of receipt of a Notice to Proceed

BY: _____
(Signature)

(Printed Name)

(Title)

DATE: _____

If a corporation, affix seal

ATTEST: _____

(Printed Name)

DUAL REPRESENTATION AFFIDAVIT

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract.

STATE OF _____)
) SS.

COUNTY OF _____)
[Fill in State and County in which affidavit is being signed.]

The undersigned professional, being duly sworn, states and certifies as follows:

I. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the Township and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the Township should be provided by written correspondence by the professional.

II. CONSENT

Where dual representation exists or is proposed, the professional hereby agrees that the Township shall have the option of 1) providing consent in writing; or 2) withdrawing from any contractual commitment with the professional; or 3) requesting the professional to not provide the services to the other party.

PROFESSIONAL

Signature _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

C. PARTNERSHIP OR L.L.C.

The business address is:

Telephone: _____ Fax: _____

Website or Email Address:

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name:

Address:

Telephone:

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

Email or website: _____

SECTION 2. NON-COLLUSION STATEMENT

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a

separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract _____ None

- B. No department director or any employee or any officer of the Township has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 4. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Contractor/Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR

Signature

Printed Name:

Title: _____

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____