



**REQUEST FOR PROPOSAL (RFP)  
FOR THE REDEVELOPMENT OF THE VILLAGE'S  
WEBSITE**

## LEGAL NOTICE

### REQUEST FOR PROPOSAL (RFP) FOR THE REDEVELOPMENT OF THE VILLAGE'S WEBSITE

Proposals for the redevelopment of the Village's Website will be received at the address listed below until **July 16, 2019 at 3:00 p.m. CST**. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Proposals can be hand delivered, emailed or mailed to the information below:

Village of Oswego  
Re: (firm name)  
Request for Proposals for Website Redevelopment  
Attention: Carri Parker, Purchasing Manager  
100 Parkers Mill  
Oswego, IL 60543

Email: [cparker@oswegoil.org](mailto:cparker@oswegoil.org)

Proposal packets are available online at <http://www.oswegoil.org>. The link can be found under the Business & Development Tab-Bids & RFPs. Additional packets may be picked up at Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, 60543. Please contact the Purchasing Manager to schedule a time to pick up the packet. Each firm is to submit their proposal as indicated in the Specifications.

The Village reserves the right to reject any or all proposals and to waive any informality in bidding.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal. The successful firm and the Village will execute an agreement within 14 days from the award of contract.

Questions regarding this request for proposal should be in writing and directed to: Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 Email: [cparker@oswegoil.org](mailto:cparker@oswegoil.org).

## **I. INTRODUCTION**

The Village of Oswego is seeking proposals from qualified firms for the redevelopment of its website.

## **II. PROJECT UNDERSTANDING AND APPROACH**

- 1) Develop a new Village website utilizing off-the-shelf (preferred), reputable, proven, non-proprietary Internet applications and technologies to provide enhanced usability, information accessibility, multilingual options, security, tracking, navigation, visual appeal and overall functionality. The selected firm will possess the resources to work simultaneously with several Village departments at different levels of proficiency.
- 2) The website should provide a modern, intuitive, marketable, and fully accessible platform for current and prospective stakeholders to efficiently learn about and transact with the Village. It should also boost staff's day-to-day efficiency by providing a streamlined backend management, democratizing content creation and deployment, and integrating with the Village's ERP system, Tyler Technologies and transactional software that is critical to Village operations.
- 3) Use of information compiled in the research of other Websites and making recommendations for expansion and improvements. The improvements should include interactive applications to improve the Village's services such as downloads, on-line forms, electronic commerce, and other interactive service related features. Additionally, the website will need to be created using HTML5 standards and can dynamically adjust to multiple sized devices such as mobile phones/tablets/kiosks and the like.
- 4) Consultation with various Village department personnel related to redesign and development of Website information, including provision and maintenance of on-line and/or automated procedures and reference materials and data migration.

## **III. DEVELOPMENT SCHEDULE**

### Phase One - Development of Standards and Initial Website Design

The firm shall propose an overall Website design concept based on the Village's desire to deliver content to various stakeholder groups of the Village of Oswego.

The firm will provide the Village with:

- Custom Setup and Implementation to include: Access to its entire standard website features, contents, and functionality. Setup of Website under the URL or domain name of the Village's choice.

- Ongoing monthly web hosting and access to all standard services. Monthly services include: Web hosting, backup, security (including web application firewalls), disaster recovery plans and network engineering associated with maintaining the Village's Website.
- Additionally, the firm will develop standards for design and content, which must be approved by the Website Redevelopment Committee. The firm's proposal shall include a strong focus on a standard theme (brand elements) to be used throughout the Website, an easy-to-use navigation scheme, and user-friendly functionality, as well as recommendations for and implementation of providing the Village services via the website. The firm will help selected departments develop a web presence that is identifiable as part of the Village and has a complementary design but maintains a unique and recognizable identity that communicates that department's mission and function. Users should be able to view the Website in full graphics format, mobile or text-only mode. Following review and approval by the Economic Development Director or designee, the selected firm shall initiate the next phases.

#### Phase Two - Website Development

The firm shall finalize the Website design and work with selected Village Department Representatives to determine any additional content, features, and/or functionality. The firm shall build in the ability to tabulate automatically the number of Website visitors per day and the number of hits (including unique hits) per day for each of the individual Website components, as well as, any automated metrics that pertain to the popularity, usability, or functionality of the Website (suggested). The Website should include a brief site evaluation that gives visitors the opportunity to make suggestions for changes, additions and improvements. The Website should also include the ability to e-mail appointed officials and selected Village departments without exposing email addresses to bulk mail or spam firms.

#### Phase Three - Website Test & Review

Economic Development Director will review and approve the Village Website developed by the firm prior to launch. Throughout all phases, the firm shall make available to the Village an easily accessible both high- and low-tech hardware to review ongoing site developments. The firm will schedule and provide a formal Phase Three-Website test and review session for Information Technology and Department Heads. Tests will fully demonstrate security, tracking, interactivity and visual features.

#### Phase Four - Documentation, Procedures and Training

The firm will provide the Economic Development Director with updated documentation, procedures and a graphical site map representing the Website (flow chart). Such materials shall be provided in a hard copy set of master manuals as well as on-line (in printable, automated or downloadable formats, i.e. Visio). Such materials/templates/database shall be tested and utilized to assist and provide training to individuals designated by Economic Development Director to

effectively develop, maintain and update content. The firm shall also coordinate specific training requirements and schedules with these individuals within a one-month time frame. After such training has been completed to the satisfaction of Economic Development Director the firm shall provide 5 day/8 hour local or toll-free telephone support and assistance to these individuals for a minimum of one year.

Phase Five - Ongoing Website Enhancements & Internet Master Plan

After initial redesign has been completed and launched, the Village will continue to enhance the Website by identifying and developing web-based applications to deliver Village services. The firm shall provide an Internet Master Plan providing guidance for further development, enhancement and maintenance of the Village’s Website over the next three (3) to five (5) years. In working with the Economic Development Director and Village Departments, the firm will assist the Village in continued application design, development and implementation on a time and materials basis.

**IV. PROJECT SCHEDULE**

| <b>Selection Process Step</b>                  | <b>Estimated Date(s)</b>   |
|--|----------------------------|
| Release of the Request for Proposal (RFP)      | June 24, 2019              |
| Notification by Firms of Intent to Respond     | July 2, 2019 at 5:00 p.m.  |
| Final Date for Firms to Submit Questions       | July 9, 2019 at 5:00 p.m.  |
| Date for Publishing Answers to Firms Questions | July 12, 2019 at 5:00 p.m. |
| Proposals Due                                  | July 16, 2019 at 3:00 p.m. |
| Decision on firm finalists (short-list)        | July 24, 2019              |
| Demonstrations by firm Finalists               | July 29 – August 2, 2019   |
| Final firm Selection                           | August 9, 2019             |
| Contract Negotiations Process                  | August 9 – 14, 2019        |
| Village Board Approval                         | August 20, 2019            |
| Implementation Start                           | August 26, 2019            |
| Project Completion Deadline                    | April 15, 2020             |

**V. INTENT TO RESPOND**

The Firm is required to notify the Village in writing to cparker@oswegoil.org, by **July 2, 2019 at 5:00 p.m. CST** should they be interested in submitting a proposal. *Absolutely no contact shall be made with the Information Technology or Community Relations Department during this open solicitation.*

**VI. QUESTIONS**

All questions shall be forwarded in writing to cparker@oswegoil.org, by **July 9, 2019 at 5:00 p.m. CST**. *Absolutely no contact shall be made with the Information Technology or Community Relations Department during this open solicitation.*

## VII. VISION

The vision for the Village is to create a Website for its residents and user community by adopting best practice approaches and modern visual design. The Village wants to be a first-class provider of Website-based services using innovation, usability and functionality that are responsive to a variety of touchscreen sizes and devices exhibiting clean, logical and simple navigation and content display with clear paths for resident, business, and Village employee users.

## VIII. CLIENT REQUIREMENTS

Each client group has distinct requirements in terms of functionality and content. The Website should be designed with the convenience and experience of the clients and corresponding success measured by their satisfaction.

1. **Current stakeholders:** Residents and businesses should be able to use the Website as a “one-stop-shop” interface for almost every informational and transactional requirement, task, or question that they would otherwise call or stop by Village Hall to complete. This translates to a:
  - a. Easily navigable Website that minimizes clicks per successful visit
  - b. High quality search function
  - c. Quickly accessible services like bill pay, permitting, or business registration
  - d. Clear, concise, organized content
  - e. Web content and functionality organized according to user or task, not by internal departmental structures
  - f. Software integration such that updates can be quickly, if not automatically, shared across social, email, and other communication mediums or social platforms (preferred)
  - g. ADA accessibility
2. **Prospective stakeholders:** This client requires the same functionality as above but should have the added marketing content that will facilitate the transition from prospective to actual stakeholder. To avoid overlap with the purpose of GoOswego.org, Website content marketing to individuals should be kept to the practical benefits of locating in Oswego, rather than the recreational (e.g. *“Among the fastest-growing communities in Illinois, Oswego boasts a vision of smart growth and a dedication to maintaining small town feel...”* vs. *“Way more than just dinner and drinks, explore unique shops, chill at an outdoor summer concert...”*)

For prospective businesses, it is important that demographic information, development opportunities, maps, zoning information are available, easily found, and up to date. For these stakeholders, it is critical that the website is:

- a. Easily searchable
- b. Frequently updated
- c. Informational

- d. Modern and/or visually pleasing
  - e. Structured to be able to utilize outside software and plug-ins that will enhance the quality and quantity of information available to the development/business community
3. **Village staff:** Staff must be able to easily and directly handle the back-end management of the site. Specifically, the website should:
- a. Decentralize content management to the department level, with adjustable workflow approval processes for quality management
  - b. Integrate with other critical software, such as and including Tyler Technologies
  - c. Minimize reliance on an outside vendor for routine maintenance
  - d. Maximize staff efficiency
  - e. Create a flexible and buildable platform for future Website/technological enhancements

## **IX. EXISTING ENVIRONMENT OVERVIEW**

The Village's current Website is hosted completely off-site from the Village's internal network.

The Village has several existing Websites (www.oswegoil.org and www.oswegopoliceil.org) that will be combined into one web site (www.oswegoil.org), which are integrated with several other systems, including water bill payment, Tyler Technologies' services, Granicus Agenda solution. Some of these integrations are merely iFrames to HTML interfaces presented by the integrated system, others are links outside of our current site that link to other vendors.

## **X. NEW PRODUCT SOLUTION**

The Village seeks a firm to create a new solution that should include, but is not limited to, the following capabilities:

1. Accessibility Compliance
  - Compliance with accessibility standards including WCAG 2.1 level A
2. Analytics
  - Comprehensive analytics of visitor activity including unique visitors, page views, page view times, session duration, click path with export of analytical data available to Excel and other analytical tools
3. Content Management
  - Efficient and easy to use
  - Integration with typical desktop applications, for example Microsoft Office, for some content creation activities
  - In-place editing of content as well as data driven forms-based content sources
  - Spell checking and correction of content

- Web-based editing tools to support simple table creation, calendar content, image placement and properties and management of common other page elements
- Scheduled content publishing including publish and remove dates
- Reminders for seasonal, though regularly scheduled content such as annual events
- Event-driven publishing promoting or displaying content based on seasonal events
- Promotion and publishing of informational and emergency messages such as highway closures correctly prioritized according to the level of emergency

#### 4. Citizen Interaction Mechanisms

- Effective interaction with our customers is essential to our customer service mission. The Village is seeking modern and innovative communication channels that meet the needs of our current demographics, while at the same time attempts to project future communication options.
- The ability for customers to sign up for notifications on topics of interest (i.e. agendas, bid notifications, emergency notifications, etc.).
- Web-based forms for data collection (not a series of PDFs) and corresponding payment
- Ability for an interactive chat function
- Online question submittals

#### 5. Find-ability & Search

- Incorporating a crawler-based search (example: Swiftype or Google's custom search engine) as the backend indexing/search solution, or a custom search engine that will place emphasis on finding the right content at the right time based on input of the connected user. A flat indexing or keyword-only search is not expected.
- The search tool should be set up to search the entire website, including interior pages, landing pages, and forms.
- Easy to use search surfacing content with faceted search capability, auto spelling, and suggestion, related content panels
- On the internal search results page, bold the search query keywords so the user can quickly identify those keywords in the content of the website. The search bar should utilize auto-complete features. Results numbers should be identified per page of the search criteria

#### 6. Integration

- Proposed solutions should employ open architecture, and best practice data and connection standards to facilitate application integration.
- Seamless user experience when interacting with service applications
- Single Sign-On integration for backend modifications with Village's current SSO, OneLogon.

#### 7. Multiple-language Support

- Proposed solutions should support interactions with a constantly changing demographic. Specifically, the page should support common web-based translation tools to allow non-English speaking customer to easily translate and consume web content.

#### 8. Remote Functionality

- Ideally all key content administrative functions of the solution will be accessible via desktop, laptop, tablet, and smartphone
- All functionality should be accessible via multiple internet browsers

#### 9. Responsive Design

- Content auto-sizing and positioning to accommodate seamless transition of device footprint from desktop to laptop to tablet and smart phone taking into accommodation device capabilities. Firms are encouraged to use a known framework like Bootstrap or Gumby

#### 10. Security

- Users should be limited in their ability to view and/or modify content according to the content and permissions assigned to the users
- User authentication should be based on the Village's Active Directory implementation, or integration with the Village's Single Sign-On solution, OneLogon

#### 11. Search Engine Optimization

- The site should be optimized to allow citizens to find relevant content by searching through public search engines such as Google and Bing
- The new solution should adhere to best practices for producing the best possible organic search ranking for Village-relevant keywords
- Google and Bing are the target public search engines

#### 12. Social media

- Integration of social media feeds but not limited to Twitter and Facebook
- Write once-publish anywhere content including the ability to push content to Facebook and Twitter targets at the same time as publishing to the Website

#### 13. Theming

- Dynamic theming based on seasons such as Spring, Summer, Winter, Fall
- Consistent theme across all aspects of the Website

#### 14. User experience

- Intuitive and consistent experience when exploring the Website from common devices and footprints including desktop, laptop, tablet and phone and internet browsers including Internet Explorer, Google Chrome, and Safari. Consideration will be needed for scaling and positioning of content and seamless transition of capabilities from a more traditional mouse and keyboard access to a swiping motion style of interface for tablet and smartphone
- Content optimized for display including simple user selection of font-sizing to prioritization and relevance of content elements based on demographic profiles
- Clear and obvious navigation paths to key relevant content

- Live content tiles/cards are of particular interest to the village.
- Content relevancy based on demographics such that content is prioritized automatically for display and accessibility such as font size

## 15. Workflow

- Routing of content to various content managers for approval where configuration will handle a wide variety of approval scenarios including:
  - Sequential person-to-person where contents moves from a single person to a single person
  - Immediate release where a single person can approve and release content without further approvals. Parallel approvals where content goes to multiple approvers simultaneously. Once the document is approved by any of the parallel recipients the content moves to the next step. It does not require all approvers at the same level to approve an item before it is forwarded.
  - Group approval where content goes to multiple approvers and all recipients must approve the content before it is forwarded.
  - Escalation management such as to accommodate absence of prescribed staff in the workflow.
- Existing Environment Detail:
  - The Village Website is already comprehensive and rich in content. The existing capabilities must be preserved and improved upon where possible and include:
    - Calendar:
      - Multiple calendars that provide information and access to services such as Village calendar, and Events calendar.
    - E-commerce and Online Services:
      - Numerous e-commerce capabilities including water bill payment, Metra transportation, bicycle registration, firm registration, and event ticketing. The processes include form download from the web with manual submission, automated submission via the web with web or email confirmation, and bill payment via external third-party payment systems (BluePay, Payment Tech, etc.).
    - Geographic Information System (GIS):
      - The Village uses a GIS Mapping system for internal and external use. The web site must be able to present portions of the output from the GIS for related content.
    - Media Center:
      - The current site is rich in images and videos that capture the activities, events, arts, culture, and history of the Village.
  - Constraints and assumptions:
    - The Village is not constrained to specific solution options. It does however have a preference for:
      - Authoring tools that have a good level of interoperability with the standard Microsoft Office desktop toolset

## **XI. EXPECTED DELIVERABLES**

### 1. Installation & Configuration

- The selected firm will migrate all related web services to the hosting provider of the new site.

### 2. Visual Design and User Experience

- The selected firm will develop a new visual design and user experience. This new design will adhere to the Village design guidelines and current brand, while providing a compelling experience for all visitors.

### 3. Creation of Content Templates and Supporting Mechanisms

- The selected firm will create and configure templates and style sheets to support look, feel, brand and navigation of the Website in sufficient quantity to support the solution.

### 4. Workflow Configuration

- The selected firm will create and configure the workflow functionality to support the solution.

### 5. Migration

- The selected firm will migrate the content from the current solution to the new solution.

### 6. Training

- Content management:
  - The selected firm will provide a mix of training material:
    - Onsite classroom training course for users to include instruction on how to create document templates, create workflow rules, content authoring and management.
    - Quick guide as a hand-out during/after the course
    - Links to additional usage examples
    - Customer Service between the hours of 8:00 a.m. – 5:00 p.m. CST Monday – Friday via phone, email, or online portal.
- Solution software/infrastructure:
  - The selected firm will provide a mix of training material:
    - Quick guide as a hand-out during/after the course
    - Links to additional usage examples
- Knowledge Transfer:
  - The selected firm must provide an explicit mechanism to transfer solution information and knowledge to the Community Relations staff. The Village is open to varying approaches to knowledge transfer. However, at least the following topics must be covered:
    - Technical configuration of the solution
    - Maintenance and management of the new toolset

- Setup and configuration of development, QA, and production environments
  - Development of new templates and extensions to existing templates
  - Modification of content approval workflow
  - Solution backup and recovery
- Testing:
  - The selected firm will be responsible for testing the system with Village staff to verify the operation of all components as functional. It will be the responsibility of the firm to make corrections as necessary to provide the functionality as expected from the specifications in this document. The firm will be required to create test cases and execute successful tests against the test cases.
- Support Requirements:
  - The preferred solution will meet the following support requirements:
    - The proposal will include three (3) year initial support for the solution
    - Contact support by email and toll-free phone. Website support ticket submission is optional.

## **XII. REQUIRED PROPOSAL RESPONSE CONTENT**

- Proposal shall include the following:
  - Solution Description
    - The type of solution being proposed (appliance based, cloud based, etc., operating systems, software) including a proposed project timeline.
  - Requirement Review
    - A clear explanation detailing how the proposed solution meets or exceeds the specified requirements. Further, each respondent shall include a statement of how they plan to demonstrate compliance with each requirement should they be chosen.
  - Project Costs
    - Total project cost to include software, licensing, training, travel expenses, installation, annual maintenance, and other relevant costs necessary to provide a complete and operational solution. Costs should be itemized in to each of the elements of the project including define, design, develop phase etc. Costs should also be itemized in to each of the delivery areas including migration, testing, infrastructure setup etc.
    - Costs should also be itemized into areas of product solution such that the Village understands the cost of provision of that aspect of the solution, e.g. accessibility compliance, analytics, content management through to responsible design, social media and workflow.
  - References
    - Referrals of existing similarly sized municipal customers
  - Insurance

- Submittal shall include the respondent's current level of insurance coverage.

### **XIII. REQUIRED QUALIFICATION AND INFORMATION**

Firms must demonstrate that they have the resources and capability to provide the services as described herein. All firms must submit the documentation indicated below with their statement of interest. Failure to provide any of the required documentation may be cause for their statement to be deemed non-responsive.

All statements of interest shall include, at a minimum, the following:

- Title Page
  - Firm name
  - Contact person and contact information
  - Date of response
  
- Section I: Company Profile
  - This section should state the size of the firm, the type of firm, the firm's background, and the location and/or office from which the work on this project shall be performed.
  
- Section II: Experience
  - The response should include details of experience with similar projects. A list of similar projects undertaken and completed within a 250-mile radius of the Village of Oswego providing for each such project:
    - Identification of the client for whom the project was undertaken.
    - The name, physical address, telephone number, and e-mail address for the person who served as the primary client contact person for the project.
    - A description of the project, the services performed, and the project's duration.
  - Describe ability to work effectively with the public sector, stakeholders, and addressing the various interests in developing a successful project.
  - Description of other services offered as part of the overall project not otherwise described.
  
- Section III: References
  - Include a list of references and contact information in the response. This list should include past and present clients as outlined in Experience above, including names and telephone numbers of contact people.
  
- Section IV: Specific Approach, Sample Reports and Management Plan
  - Provide specific details regarding your approach in a timeline for providing Web Design Services. Include sample reports of other services. Include a management plan with qualifications of the staff you propose for this project along with

resumes of the key personnel who would be assigned to this project as well as any other key staff members to be used.

- Section V: Project Cost
  - All fees and charges should be included in the total cost; however, if the firm anticipates any extraordinary charges, they must be detailed in this proposal.
  
- Section VI: Additional Information
  - Include in this section any additional information you wish to provide to the Village relevant to the analysis. The Prime firm must specify in its proposal whether it would utilize the services of any Sub-Consultant and, if so, provide the name of each Sub-Consultant; the task or work which each Sub-Consultant would be expected to perform; the experience and credentials of each Sub-consultant; and each sub-consultant's legal identity, physical address, telephone number, website, and e-mail address; and the licensures and/or certifications, if any, of each sub-Consultant's employee who would be expected to provide work on the project. Sub-Consultant(s) will be expected to meet the same standards and quality of work as those required from the Prime Consultant. The firm will be held responsible for all aspects of the work carried out by the Sub-Consultant(s). The firm shall be responsible to coordinate all activities related to his/her Sub-Consultant(s). The Village shall approve all Sub-Consultants. However, any approval of Sub-Consultants by the Village shall not diminish the responsibility of the Primary Consultant. The Village will have no contractual relationship with any Sub-Consultant.
  
- Section VI: Three (3) References (at least)
  - Consultants shall provide up to three relevant projects. For each project for which descriptions are to be included, provide the following information:
    - Project Name and Location
    - Brief description of project scope
    - Month and year project commenced and was (or will be) completed
    - Consultant's cost estimate, bid price and final cost
    - Firm's project responsibility
    - Client name, address, contact person, email and phone number

Please be advised that the person(s) signing a formal response must be authorized by your organization to contractually bind the firm with regard to contractual obligations for the delivery terms.

#### **XIV. PRICING OF SERVICES**

It is anticipated that the firm will use staff with a variety of skill and experience levels depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff. The firm may offer a separate schedule for each type of additional service offered by the firm. It is expected that the Village will authorize additional

services on an individual basis. The Village will jointly determine with the firm a not-to-exceed price for each project, using the contractually established rates.

## **XV. INTERVIEW**

The Village shall select the successful respondent to provide the requested services. Respondents submitting qualifications reflecting experience and providing services as required for this project may be invited to an interview with the Village. Should the Village elect to purchase the firm services detailed in this request it will then enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the Village. Responses to this RFP will be reviewed against the criteria contained herein, and award of the contract shall be made in accordance with standard Village purchasing procedures.

## **XVI. EVALUATION CRITERIA**

The following specific criterion and the points for each, for a total of 136 points, will be used in evaluating and rating the RFPs:

### Experience (40)

- Similar, past, recently completed, or on-going projects that will substantiate experience.
- Prior experience and the ability to work with public agency staff, community groups, and a variety of stakeholders and jurisdictional agencies, and addressing the various interests in developing a successful project.

### Qualifications and organization (35)

- Professional background and qualifications of firm and team members.
- Current workload.
- Available staff.
- Resources.
- Capacity and flexibility to meet schedules, including any unexpected work.
- Ability to perform on short notice and under time constraints.
- Cost control procedures in design and development.
- Capabilities that distinguish you for other firms.

### Approach (20)

- Understanding of the project, the project's complexities and challenges, and the organization's mission and goals.
- Awareness of potential problems and providing possible solutions.
- Understanding of the nature and extent of the services required and a specific outline of how the work will be performed.

### Meets Specifications (16)

- Accessibility Compliance
- Analytics

- Content Management
- Citizen Interaction Mechanisms
- Find-ability & Search
- Integration
- Multiple-language Support
- Remote Functionality
- Responsive Design
- Security
- Search Engine Optimization
- Social media
- Theming
- User experience
- Intuitive and consistent experience when exploring the Website from common devices
- Workflow

Other factors (25)

- Presentation, completeness, clarity, cost, organization and responsiveness of RFP.

## **XVII. SELECTION PROCESS**

A screening committee will review and evaluate the submittals and will select approximately five (5) companies for interviews by a selection committee, comprised of various Village representatives. The Village reserves the right to short-list fewer or more than five (5) firms. It is anticipated that the interviews will take place between July 29 – August 2, 2019.

The interviews will last approximately 60 minutes, with the time allocated between the consultant’s presentation and a questions and answer period. The firms should be prepared to discuss at the interview their experience, qualifications, approach, estimated work effort, available resources, and other pertinent areas that would distinguish them.

Virtual or in-person interviews will be held at the Village of Oswego, 100 Parkers Mill, Oswego, Illinois, 60543.

Short-listed firms should prepare themselves to provide additional information prior to and at the interviews. This information would include:

- A proposed specific scope of services (to be provided prior to the interviews),
- A breakdown of the hours anticipated for the scope of services (to be provided before the interviews), and
- Up to two (2) design concepts which the firm will present at its interview during the presentation portion.
- The firm will be required to show a live website public view as well as the backend portal for administration.

Selection Criteria: The following specific criteria and the points for each criterion, for a total of 100 points, will be used to establish the final rankings:

- Presentation (50 points)
  - Relevant Experience
  - Firm and Staff qualifications
  - Organization
  - Approach
  - Design Concepts
  - Completeness and clarity of the presentation
- Interview (40 points)
- Proposal (136 points)

The Village reserves the right to reject any or all responses or parts thereof for any reason. The Village further reserves the right to make a selection on the basis of an interview process, qualifications, and experience in providing similar services elsewhere.

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The firm, if requested, shall present within 48 hours evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

## **XVIII. NEGOTIATE CONTRACT AND AWARD**

The completion of the interview process will result in the firms being numerically ranked. Negotiations will commence with the highest ranked firm. Should the Village and the firm not reach a Contract as to contract terms within a reasonable time frame, the Village may terminate the negotiations and begin negotiations with the firm that is next in line and proceed down the list as necessary.

The contract amount will be negotiated and will be based on a mutually agree to scope of services.

Upon successful completion of the negotiations, a recommendation by the Village staff to the Village Board will be made to authorize the award of the contract to the selected firm. The process for Village Board approval of the contract takes approximately two to four weeks.

## **XIX. STANDARD CONDITIONS**

For the purpose of this proposal, the word "Village" shall refer to the Village of Oswego and the word "Firm" shall refer to any person, company, or entity submitting a proposal. Any work

shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Documents: Each request for interpretation of the Documents shall be made in writing addressed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, Illinois, 60543, and shall be received no later than **July 2, 2019 at 5:00 p.m. CST.** Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents. An addendum, if deemed necessary, will be posted on the website, <http://www.oswego.il.org/business-and-development/bids-and-rfps.aspx>. Price proposals must be sent in a separate sealed envelope.

Submittal of Proposal: Proposals must be submitted to the attention of Carri Parker, Purchasing Manager, at the above address no later than **July 16, 2019 at 3:00 p.m. CST** Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Firms should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date.

Withdrawal of Proposal: Firms may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Firms Qualifications: No award will be made to any Firm who cannot satisfy the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village's decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Firms submittal shall include all requirements of the specification as found in the Contract Documents. The Village will strictly hold the Firm to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Firm.

Compliance with Laws: The Firm shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Alternates: Any reference in these specifications to manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Village's written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received prior to the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase "Alternate Proposal" shall be used. Firms are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, if required,

shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

**Proposal Review:** The Village reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Firm, or all items to a single Firm unless otherwise noted in the specification. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Firm for not meeting delivery dates, 4) a Firm is not a responsible Firm, and 5) what exceptions or deviations from the written specifications will be accepted.

**Proposal Results:** Following the proposal opening and review, pending contract awards will be posted on the Village's current web site at <http://www.oswegoil.org/business-and-development/bids-and-rfps.aspx>.

**Delivery:** Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered, designated location, Oswego, Illinois. If delivery is made by truck, arrangements must be made in advance by the Firm with concurrence by the Village for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Public Works between 7:00 a.m. and 3:30 p.m. and all other Village locations between 8:00 a.m. and 4:00 p.m. weekdays only.

**Inspections:** The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Firm.

**Payment:** Village will make payment to the firm for approved costs incurred in accordance with the following:

- All direction, public information, research, account service work, and coordination shall be billed on a per Phase development or for ongoing development on an hourly basis in accordance with approved hourly rates provided in response to proposal.
- Progress billing will be permitted on a percentage of completion basis.
- The cost of services rendered, or materials produced by organizations on Village's behalf and not a part of the firm's organization (out-of-firm expenditures) shall be approved by the Village and billed at actual cost (i.e., long-distance telephone calls, mailing, shipping and photocopying). Billing for allowable in-state travel expenses shall not exceed Florida Statute state rates for in-state travel. Out-of-state travel will be reimbursed at approved out-of-state travel rates.
- The firm shall submit requests for payment which include the following information:
- Actual hours worked by employees and the rate of pay extended to a monthly total.

- Itemized invoices for all charges and copies of supporting documentation for those charges for purchases.
- Itemized invoices for all charges and copies of supporting documentation for those charges for out-of-firm expenditures.
- Itemized invoices for all charges and copies of supporting documentation for those charges for other direct costs.

Travel Exclusion: The firm will not be reimbursed for any travel expenses incurred in travel to meetings. Hourly rates shall start at the beginning of the meeting and end at the conclusion of the meeting.

Changes in Work: If Village finds it necessary to require corrections to completed work due to errors made by the firm; the firm shall correct the work at no additional cost to the Village. If Village requires changes for previously accepted work, the firm shall make such changes as directed by the Village and will be compensated at the same rates established in proposal.

Subcontracts: Any subcontract in excess of \$1,000 for services rendered by individuals or organizations, not a part of the firm's firm, shall not be executed without prior authorization and approval of the Village. Sub firms providing service under the purchase order shall meet the minimum service requirements as required by the firm. No subcontracts under the purchase order shall relieve the primary firm of its responsibility for the service. If the firm uses a subcontract for any or all of the work required, the following conditions shall apply under the listed circumstances:

- The firm shall assume responsibility for coordination, control, and performance of all sub firms if applicable. The firm shall be held solely responsible and accountable for the completion of all work for which the firm has subcontracted.
- The Village reserves the right to request removal of firm or sub firm staff that is deemed unsatisfactory by the Village.
- Subcontracting shall be at the firm's expense
- The Village retains the right to check sub firm's background and make determination to approve or reject the use of submitted sub firms. Any negative responses may result in disqualification of the sub firm.
- Firm shall maintain all project management, schedule and responsibilities for sub firms.
- Firm shall pay sub firms in accordance with Village Term and Conditions,
- Firm shall be the only contact for the Village.

Copyright: Firm shall not assert rights at common law or equity or establish any claim to statutory copyright in any material or information developed in performance of the services authorized. Village shall have the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from the firm and without expense and charge. All work products are the property of and owned by the Village. Firm shall ensure duplication and distribution rights are secured for the Village from all firms and sub firms. All proposal documents, recordings, etc. shall be released to the Village in two formats:

- Original high-quality master formats.

- Formats compatible with existing Village hardware and equipment.
- These documents constitute the complete set of specifications, requirements, and/or proposal forms.
- All terms and conditions of this RFP, any addenda, firm's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

## **XX. ADDITIONAL CONDITIONS**

**Guarantees and Warranties:** All guarantees, and warranties required shall be furnished by the Firm and shall be delivered to the Village before final payment on the contract is issued.

**Cancellation of award/termination:** In the event any of the provisions of this proposal is violated by the firm(s), the Purchasing Department will give written notice to the firm(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Village for immediate cancellation. Upon cancellation hereunder, the Village may pursue any and all legal remedies as provided herein and by law.

The Village reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Village will be relieved of all obligations under said contract. The Village will only be required to pay to the firm(s) that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the Village after the termination of the contract.

The awardee(s) will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by awardee may result in removal from bidders list for a period of three years.

**Documentation:** When the written specification requires the Firm submit a written findings or analysis report with their proposal submittal, the Firm shall provide the full document to the Village electronically as a PDF file on flashdrive.

**Default:** In the event that the awarded firm(s) should breach this contract the Village reserves the right to seek remedies in law and/or in equity.

**Legal Requirements:** It shall be the responsibility of the firm to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the firm(s) will in no way be a cause for relief from responsibility.

Firm(s) doing business with the Village are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not

limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**Federal and State Tax:** The Village is exempt from federal and state taxes for tangible personal property. Firm(s) doing business with the Village will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Village, nor will any firm be authorized to use the Village's Tax Exemption Number in securing such materials.

**Conflict of Interest:** All firms must disclose the name of any officer, director, or agent who is also an employee of the Village. All firms must disclose the name of any Village employee who owns, directly or indirectly, any interest in the firms' business or any of its branches.

**FIRM PROPOSAL AGREEMENT**

TO:  
Village of Oswego  
100 Parker's Mill  
Oswego, IL 60543

The undersigned Firm, in compliance with your advertisement for proposals for services as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the proposal documents and at the price provided.

Firm certifies this proposal to be for the project described as the redevelopment of the Village's Website to be in accordance with specifications stated within the Request for Proposal.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Firm. Any claims for an increase of the project time shall be made in writing to the Village within thirty (30) days of the cause.

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(Printed Name of Contractor)

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Address

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|      |       |          |
|------|-------|----------|
| City | State | Zip Code |
|------|-------|----------|

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|--|-------|------|
| Signature of Authorized Representative | Title | Date |
|--|-------|------|

## **EXHIBIT A**

### **PROFESSIONAL SERVICES AGREEMENT (EXAMPLE)**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, between and shall be binding upon the Village of Oswego, Kendall and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "Village" and \_\_\_\_\_ hereinafter referred to as the "Firm" and its successors.

#### **I. PROJECT UNDERSTANDING AND APPROACH**

- 1) Develop a new Village website utilizing off-the-shelf (preferred), reputable, proven, non-proprietary Internet applications and technologies to provide enhanced usability, information accessibility, multilingual options, security, tracking, navigation, visual appeal and overall functionality. The selected firm will possess the resources to work simultaneously with several Village departments at different levels of proficiency.
- 2) The website should provide a modern, intuitive, marketable, and fully accessible platform for current and prospective stakeholders to efficiently learn about and transact with the Village. It should also boost staff's day-to-day efficiency by providing a streamlined backend management, democratizing content creation and deployment, and integrating with the Village's ERP system, Tyler Technologies and transactional software that is critical to Village operations.
- 3) Use of information compiled in the research of other Websites and making recommendations for expansion and improvements. The improvements should include interactive applications to improve the Village's services such as downloads, on-line forms, electronic commerce, and other interactive service related features. Additionally, the website will need to be created using HTML5 standards and can dynamically adjust to multiple sized devices such as mobile phones/tablets/kiosks and the like.
- 4) Consultation with various Village department personnel related to redesign and development of Website information, including provision and maintenance of on-line and/or automated procedures and reference materials and data migration.

#### **II. SCHEDULE**

*Project timeline to be inserted here.*

It is our understanding that the Village would like the study completed by April 15, 2020.

#### **III. INVOICING AND PAYMENT**

For the Firm's services described in the proposal documents, the Village agrees to pay, and the Firm agrees to accept as full payment for the services which are the subject matter of this

Agreement in accordance with the General Provisions and the "Local Government Prompt Payment Act". Fees shall be as described in Exhibit B – Pricing Proposal.

Invoices shall be accompanied by progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The following five items shall be clearly addressed in each report as necessary to indicate project status:

1. Work performed in the period covered by the invoice.
2. Work to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Firm is waiting for from the Village or other agencies.
5. A summary or statement discussing the financial status of the individual work order – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

Sub-consultant costs are not considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances beyond the Firm's control, the Firm shall notify the Village immediately and no further work shall be done by the Firm until authorization to proceed in writing has been received from the Village.

#### **IV. CHANGES**

The Village reserves the right by written amendment to make changes in requirements, amount of work, or time schedule. The Firm and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

#### **V. SUSPENSION OF SERVICES**

The Village may, at any time, by written order to the Firm require the Firm to stop all, or any part, of the services required by this contract. Upon receipt of such an order the Firm shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided the Village deems them reasonable.

#### **VI. TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of any contract awarded based on the use of these short-lists, upon ten (10) calendar days written notice to the Firm. The Village further reserves the right to cancel the whole or any part of the contract if the Firm fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Firm will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

Upon such termination, the Firm shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the Village. Costs of termination incurred by the Firm before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Firm a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice the Firm shall stop all work until said agreement is reached.

## **VII. INSURANCE**

(A) During the term of the contract, the Firm shall provide the following types of insurance in not less than the specified amounts:

- i. Comprehensive General Liability - \$1,000,000.00 per occurrence;
- ii. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any Firm owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
- iii. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
- iv. Umbrella Coverage - \$2,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
- v. Professional Liability - \$1,000,000.00.

(B) The Firm shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the Village. In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.

(C) The Firm shall require sub-consultants, if any, not protected under the Firm's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Firm.

## **VIII. INDEMNIFICATION**

The Firm shall indemnify, defend and save harmless the Village, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by

any person, persons, or property on account of negligent act or omission or any willful misconduct of said Firm, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Firm shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

## **IX. COMPLIANCE WITH LAWS**

The Firm shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

## **X. COMPLIANCE WITH OSHA STANDARDS**

The Firm shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the contract.

## **XI. PERMITS AND LICENSES**

The Firm shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or are required by municipal, state, and federal regulations and laws.

## **XII. TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Firm when requested.

## **XIII. NON-DISCRIMINATION**

- a. Firm shall, as a party to a public contract:
  1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  2. By submission of this Proposal, the Firm certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000

(e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Firm shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

#### **XIV. FORCE MAJEURE**

The Village shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

#### **XV. VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

#### **XVI. CONFLICT OF INTEREST**

The Firm agrees to not perform professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village, without notification to the Village prior to rendering services. The Firm agrees to provide the Village with written notification whenever the services provided under this agreement shall require the Firm to review or inspect work performed by any other firm or corporation for whom the Firm is or has within the previous twelve (12) months provided professional services, or with which any of the Firm's owners, partners or principals have a financial interest. The Firm agrees to provide written notification to the Village whenever the Firm, or any other firm or corporation with which any of the Firm's owners, partners or principals have a financial interest, performs services or work that may be subject to the Village's review/inspection, or is contiguous to the corporate limits of the Village. The Village may at its discretion disqualify the Firm from participation as a representative of the Village in such projects or in projects potentially impacted.

## **XVII. CERTIFICATIONS:**

The Village and Firm further agree that:

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

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| Village of Oswego Representative | Title | Date |
|----------------------------------|-------|------|

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| Attest | Title | Date |
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(Printed Name of Firm)

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|         |      |       |          |
|---------|------|-------|----------|
| Address | City | State | Zip Code |
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| Signature of Authorized Representative | Title | Date |
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