



REQUEST FOR PROPOSALS (RFP)

**Elevator Inspection and Plan Review Services for
Development Customer Services**

Issued May 3, 2017

Due Wednesday, June 14, 2017 at 4:00 PM

The Village of Oak Park (“the Village”) is requesting qualifications to identify vendors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before Wednesday, June 14, 2017 at 4:00 PM to:

Village of Oak Park
Development Customer Services Department
Attn: RFP-DCS-2018-Elevator-Inspection-Services
123 Madison Street
Oak Park, IL 60302
scutaia@oak-park.us

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village of Oak Park (“Village”) serves an area of four and one-half square miles located eight miles west of downtown Chicago. Oak Park has a population of 52,104 (based on 2010 Census). The Village’s population is diverse in income levels, age, and professions with a stimulating mixture of racial, religious and ethnic groups. Oak Park is a Home Rule community and operates under the Board-Manager form of government, in which an elected legislative body, consisting of the President and a Board comprised of six Trustees, hires a professional manager to oversee the day-to-day operations of all governmental services and programs, and carry out the policy directives set out by the elected officials.

The Village provides a multitude of services to its citizens in the form of police and fire protection, street maintenance and construction, community relations, housing programs, school crossing guards, traffic control, forestry, garbage collection, flood control, health and human services, animal control, water and sewer, building and code enforcement, economic development, and general administrative functions.

More detailed information on the government and its finances can be found in the Village’s Budget and the Comprehensive Annual Financial Report (CAFR). The budget, CAFR and other pertinent statements can be viewed at the Village’s website at <http://www.oak-park.us/your-government/finance-department>.

The Village will receive responses Monday through Friday, 8:30 A.M. to 5:00 P.M. at 123 Madison Street, Oak Park, Illinois, 60302. Each service provider shall *provide five (5) hard copies of their response in a sealed envelope "RFP-DCS-2018-Elevator-Inspection-Services," as well as one (1) softcopy via email to scutaia@oak-park.us*

Submissions will be accepted until the close of business on **Wednesday, June 14, 2017 at 4:00 PM.** Submissions received after the submittal time may be rejected.

There is no pre-bid conference currently scheduled.

All additional questions must be submitted via email to scutaia@oak-park.us no later than **Wednesday, June 7, 2017 at 4:00 PM.** Responses to submitted questions will be provided on our web page as well as on DemandStar.com.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

Other inquiries regarding this RFP shall be directed to: Steven Cutaia, Permit Processing Manager, Development Customer Services at scutaia@oak-park.us

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of service providers at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Service Provider Notification

Service providers will be notified in writing of further questions and/or decisions.

D. Award of Contract

A contract or equivalent agreement may be executed once one or more respondents are found to be qualified; Selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award.

Any agreement with a selected Service Provider must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Vendor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

F. Interpretation of the Request for Proposal Document

Any service provider in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Service Provider or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's website and on DemandStar.com. In all cases it will be the service providers' responsibility to obtain all addenda issued. The Village will not assume responsibility for receipt of such addendum.

G. Listing of Subcontractors and/or Sub consultants

In order that the Village may be assured that only qualified and competent subcontractors and/or sub consultants will be employed on the proposed project, each Service Provider shall submit with their response a list of subcontractors and/or sub consultants who would be called upon to perform the work. The service provider shall have determined to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

H. Competency of Service Provider

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Service Provider, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

I. Subletting of Contract

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

J. Village Ordinances

The Service Provider will strictly comply with all Ordinances and codes of the Village of Oak Park and laws of the State of Illinois.

K. Term of Agreement

The contract term shall be for an initial term limit of two (2) years, with provisions for the Village to renew the contract for three (3) additional one (1) year terms with all terms and conditions, other than price, remaining the same.

L. Payments

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

M. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi-year agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

N. Service Provider Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

O. Confidentiality

The Service Provider shall keep the Village's employee and all related data confidential.

P. Insurance Requirements

The selected Service Provider must purchase and maintain for the length of the contract, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Service Provider shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as a named insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Service Provider shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Oak Park. *"In the event that such notice is not given to the Village of Oak Park at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred."* The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) **Crime and Fraud Coverage**

Crime coverage such as that provided by Standard Financial Institution Bond Form 24.

(b) **Commercial General Liability:**

i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

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

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

(c) **Professional Liability:**

i. Per Claim/Aggregate \$2,000,000.00

ii. Coverage for all claims arising out of the Service Provider's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(d) **Workers' Compensation:**

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Service Provider shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(e) **Comprehensive Automobile Liability:**

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(f) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(g) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Service Provider shall be responsible for the payment of any deductibles for said insurance policies.

The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees and agents.

The Service Provider understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees and agents as herein provided.

Q. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Service Provider, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Service Provider or its employees, agents, servants, associates, contractors, subcontractors, or assignees.

R. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms (“Service Providers”):

Proposals due:	<u>Wednesday, June 14, 2017 at 4:00 PM</u>
Proposals reviewed:	June 14, 2017 through July 31, 2017
Negotiations with preferred firm(s):	August 1, 2017 through August 31, 2017
Contract approval by:	November 1, 2017

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REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
Elevator Plan Review and Inspections Services

Proposal Number: RFP-DCS-2018-Elevator-Inspection-Services
Issuance Date: 5/3/2017

The Village of Oak Park (“Village”) will receive proposals from State of Illinois licensed and Qualified Elevator Inspector (QEI) companies to perform elevator plan review and inspection services during the calendar year 2018. Proposals will be accepted at the Village of Oak Park, Development Customer Services, 123 Madison, Oak Park, IL 60302, Monday through Friday, 8:30 a.m. to 5:00 p.m. until **Wednesday, June 14, 2017 at 4:00 PM.** Proposals will be reviewed and the results of the review will be presented to the Village Board of Trustees.

Proposals must be e-mailed or be enclosed in a sealed envelope marked **“RFP-DCS-2018-Elevator-Inspection-Services”**

The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

Do not detach any portion of this document. Upon formal award to the successful Service Provider, a written agreement will be executed for the Project in substantially the form attached.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope or e-mail marked **“RFP-DCS-2018-Elevator-Inspection-Services”** and shall bear the return address of the Service Provider, and shall be addressed as follows:

TO: Steven Cutaia
Permit Processing Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302
scutaia@oak-park.us

PROPOSAL FOR:
Village of Oak Park 2018 Elevator Plan Review and Inspection Services

Notice to Proceed

Work shall begin within fourteen (14) days from the **Notice to proceed** from the Village's Permit Processing Manager, Steven Cutaia. All work shall be completed as set forth herein.

SECTION I
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal:

All proposals must be delivered to the Village by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Contract Term

The initial contract term shall be from the date of award to January 1, 2018 through December 31, 2019. The Village shall have the right to renew the contract on an annual basis for two (2) optional one year terms (January 1 to December 31) as set forth below. The Service Provider shall begin performing the services within fourteen (14) days of a notice to proceed from the Director of Development Customer Services or her designee.

Contract Renewal

The Village shall have the right to renew the contract for three (3) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village shall allow the Service Provider to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Service Provider must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Recertification

If the Village renews the contract for an additional one year term, the Service Provider will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If the Service Provider is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Service Provider or Service Providers whose proposals, conforming to the request for proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Proposal or entering into the applicable Agreement.

Taxes not Applicable

The Village as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Service Providers should exclude these taxes from their prices.

Withdrawal of Proposals

Any Service Provider may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals by signing a request therefore. No Service Provider may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful Service Provider may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Service Providers

The Village will make such investigations as are necessary to determine the ability of the Service Provider to fulfill the proposal requirements. If requested, the Service Provider should be prepared to present evidence to the Village of its ability and possession of necessary facilities and financial resources to comply with the terms of this Request for Proposals. In addition, the Service Provider shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any Service Provider.

Rejection of Service Provider

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any proposal from a Service Provider that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Service Providers are advised to become familiar with all conditions, instructions and specifications governing the work. Service Providers shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

Compliance with Applicable Laws

The Service Provider will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subcontracting

No agreement awarded by the Village shall be assigned or any part subcontracted without the prior written consent of the Village. In no case shall such consent relieve the Service Provider from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents

Any Service Provider with a question about this Request for Proposals may request an interpretation thereof from the Village. If the Village changes the Request for Proposals, either by clarifying it or by changing the specifications, the Village will issue a written addendum. A copy of such addendum will be posted on the Village's website and on DemandStar.com. In all cases, it will be the Service Provider's responsibility to obtain all addenda issued. The Village will not assume responsibility for receipt of such addendum.

Minority Business and Women Business Enterprise Requirements

The Village, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Service Providers and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Agreement

The selected Service Provider shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Service Provider and returned within ten (10) calendar days after the Agreement has been served upon the Service Provider. The Service Provider shall execute three copies of the Agreement. One fully executed copy will be returned to the Service Provider. Please refer to Section XI for a sample of the Agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

References:

Service Providers shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years. Include phone number and email address.

SERVICE PROVIDER REFERENCES

Service Provider Name: _____

	Name	Address	Contact Info
1.	_____		
2.	_____		
3.	_____		
4.	_____		

State the number of years in this business _____.

State the number of current personnel on staff trained in the provision of inspections _____ and plan review _____.

SECTION II **DETAILED SPECIFICATIONS**

I. Purpose

The Village is seeking proposals from State of Illinois licensed and qualified elevator inspectors (QEI) elevator inspection companies to provide mechanical and electrical inspection as well as plan review of all existing and new safety devices and equipment related to residential or commercial, passenger and freight elevators, escalators, dumbwaiters, or any conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois ("Elevators"), located within the Village. Inspections shall be conducted to assure compliance with the requirements of the State of Illinois Elevator Safety Act within the time limitations of the Act and subject to the rules and policies of the State of Illinois State Fire Marshal's Office. At this time, inspections are required on a bi-annual basis (minimum twice per year).

Duties and responsibilities shall include inspections in accordance with the State of Illinois Elevator Safety Act (225 ILCS 312/1 *et seq.*), the Oak Park Village Code and applicable Village ordinances relating to the operation of elevators. Addresses of elevator locations will be provided by the Department of Development Customer Services, Permit Processing Division. In addition, plan reviews for new and upgraded Elevators shall be conducted for compliance with the State and Village Code. Correction Orders shall be issued to responsible parties stating elevator safety violations and required corrective work. When applicable, declaration and postings shall be made identifying elevators to be out of service when inspections reveal serious code violations making continued service hazardous. The selected Service Provider shall schedule all initial and follow up inspections with the responsible agent or representative of the building owners or occupants. The selected Service Provider shall be available to pick up and return plans when notified. The selected Service Provider shall provide invoices to the Village as set forth herein.

II. Background

There are approximately 350 elevators located within the Village. These elevators range from simple scissor lifts to high rise elevators. There are approximately thirty (30+/-) plan reviews conducted each year.

The Village currently contracts with Elevator Inspection Services, Burr Ridge Illinois, to provide inspections on existing elevators, plan reviews and inspections on new elevators. Inspection reports are provided to the Department of Development Customer Services, Permit Processing Division at the conclusion of the inspection service.

III. Scope of Work.

1. Inspections to be Conducted - The selected Service Provider is required to perform its inspections in accordance with the Elevator Safety and Regulation Act; the Oak Park Village Code as may be amended from time to time; applicable Village ordinances; American Society of Mechanical Engineers Safety Code for Elevators and Escalators; Safety Standard for Platform Lifts and Stairway Chairlifts; Safety

Code for Existing Elevators and Escalators; Performance-Based Safety Code for Elevators and Escalators; and the Codes of any other agency so referenced by State of Illinois Authority for the safe operation of such devices.

The program shall include a by-annual inspection process. The first inspection shall be the first half of the year, while the second inspection shall occur in the second half of the year. An initial inspection and one follow-up inspection to assure compliance with any noncompliance found at the time of the initial inspection shall be included in the selected Service Provider's fee.

The Village may request that the Service Provider to investigate an accident and follow up on compliance with the owner and the OSFM.

2. Selected Service Provider to Coordinate / Schedule Inspections - The selected Service Provider shall arrange, coordinate and schedule inspections with all building owners, owner's representatives and/or responsible agents, companies or service organizations that represent the owners/operators of such devices that require inspection. All inspections shall be conducted during normal business hours or that which is deemed reasonable and convenient to all parties.
 - a. The Department Development Customer Services- Permit Processing Division shall provide the selected Service Provider with all known to be current contact information pertaining to the building or buildings in which the conveyance devices are located on an annual basis. The selected Service Provider shall work with the Department to maintain updated contact information.
 - b. The selected Service Provider shall pre-arrange access to all pertinent rooms and areas of concern ahead of determined inspection date and time. Neither the selected Service Provider nor its employees, associated employees, or approved subcontractors shall have access to any key boxes as designated for Fire Department use only (i/e lock boxes that provide access to buildings for emergency response personnel).
 - c. The selected Service Provider shall provide a copy of inspection reports to building owner/ representative at the time of completion of the inspection and the Village within 48 hours.
3. Inspection Reporting - The selected Service Provider shall provide to the Department Development Customer Services, Permit Processing Division a report of pass I fail inspections and a report summarizing all the actions that took place during each monthly time period. The reports shall include the total number of inspections and re-inspections required at each address for each unit being inspected.
4. Equipment Installations/Plan Reviews - The selected Service Provider shall be responsible for the review of all pertinent plans and construction documents that relate to renovations or installations of any associated equipment that falls under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois and the codes adopted by the municipality. All such review commentary and

or results shall be conveyed to the Department designee in an expedited, timely yet accurate manner.

All reviews shall be performed within a five (5) business days.

5. Contactor to Supply Labor and Materials - The selected Service Provider shall supply all required supervision, skilled labor, transportation, materials, apparatus and tools necessary to assure accurate and concise inspections and or plan reviews of all components and devices addressed under the scope of the laws or rules pertaining to the Elevator Safety Act of the State of Illinois, the Oak Park Village Code and applicable Village ordinances. The selected Service Provider shall provide all necessary and or required safety equipment for all personnel as well as for the protection of other persons. The Village shall not be responsible for site safety. The selected Service Provider shall solely and exclusively be responsible for the means, methods, technologies required to perform the duties assigned as well as the safe environment in and around the area the Service Provider is performing said tasks.
 - a. Workers: The Service Provider shall employ competent laborers and shall replace, at the request of the Director of Development Customer Services any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a Service Provider's employee to be immediately removed from the service with the Village if the above behavior is exhibited.
6. Equipment Repair and Maintenance - The repair, replacement, alterations or any other work as may be necessary as outlined or depicted within the inspection report shall be the sole responsibility of the building owner.
7. Subcontractors - Use of subcontractor(s) performing work on or within the terms of this contract must be approved in written form by the Village prior to work being performed. Should the Village authorize the use of a subcontractor, such subcontractor shall be held to the same terms and conditions of the contract as the selected Service Provider.
8. Invoicing - The Village is considering also outsourcing the invoicing of elevator inspections. Please provide a separate cost for assuming that function. Each invoice shall contain the date inspected, the inspection location and type, management company or owner, address, inspection status and elevator type/information/registration number. The Village will be responsible for all collection activities after the initial invoice is sent. Payment should be directed to the Village of Oak Park.

IV. Project Schedule/Term of Contract

The Village intends to review all proposals and select a Service Provider in the third quarter of 2017. The tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms (“Service Providers”):

- Proposals due: **Wednesday, June 14, 2017 at 4:00 PM**
- Proposals reviewed: June 14, 2017 through July 31, 2017
- Negotiations with preferred firm(s): August 1, 2017 through August 31, 2017
- Contract approval by: November 1, 2017

Proposals submitted shall be valid through 2020. A contract for services shall be executed between the Village and Service Provider with contract services anticipated to become effective on January 1, 2018. All Service Provider staff assigned to provide the required services shall have obtained their designated certificates and qualifications prior to the RFP submittal due date. The Village will enter into a contract with the selected Service Provider for an initial term limit of two (2) years, with provisions for an option to renew/extend the contract for an additional three (3) year period.

V. Proposal Requirements

All proposals must be received at the address set forth herein no later than **Wednesday, June 14, 2017 at 4:00 PM**

Late proposals will not be accepted. Proposals shall be e-mailed or hand delivered or mailed. Service Providers are to submit all materials together in a sealed packet, in accordance Request for Proposals Instructions and Specifications in Section 1. If hand delivered or mailed, Service Providers must submit five (5) hard copies of the proposal.

The following information must be addressed in the proposal:

1. Brief description of the firm
2. An executive summary detailing your firms understanding of the project and the firm’s interest in the project
3. Requirements specified in the Scope of Work (item III)
4. Detailed Cost Proposal broken down (Section IV)
5. References – names and phone numbers of references from at least three similar projects
6. A certificate of insurance shall be provided as required in the Instructions to Bidders.
7. Statement of credit/ability to perform based on financial resources.

Proposals must include, at a minimum, properly completed and executed all documents as required by the RFP. Proposals must be signed by an authorized official of the Service Provider, along with the name of the official and his/her title typed below the signature.

The submission of the Proposal grants permission to the Village to make inquiries concerning the Service Provider, its principals, officers, and directors to any persons or firms the Village deems appropriate.

VI. Evaluation of Proposals

The contract will be awarded to the Service Provider who submits a proposal which is in the best interests of the Village. The bidders qualifications described in Section VI will be used to evaluate the proposals.

VII. Fee

At a minimum, the cost proposal must be broken down, as provided in the Bid Sheets. Please be very explicit in listing and describing any services or items not included in the proposal fee amounts. The proposed fees in the Bid Sheets shall be for the first year period of the contract.

VIII. Instructions to Bidders

Service Provider shall comply with the Request for Proposals Instructions and Specifications in Section 1. Service Provider is expected to fully inform itself as to the conditions, requirements, and Specifications before submitting bids. Failure to do so will be at the Service Provider's own risk. Submitting a proposal is an assumption that the Service Provider is familiar with all conditions and intends to comply with them unless otherwise noted.

IX. Inquiries

Any inquiries regarding this Request for Proposal shall be directed to Steven Cutaia, Manager of Permit Processing via email at scutaia@oak-park.us.

All inquiries/questions related to this RFP shall be submitted no later than Wednesday, June 7, 2017 at 4:00PM. A summary of all inquiries and Village responses will be compiled and added as an addendum to this RFP by Thursday, June 15, 2017 at 4:00 PM and posted on the Village's website and through DemandStar.com. Service Providers who intend to submit a proposal are encouraged to request a copy of this document prior to submitting their final proposal.

X. Formation of Contract

Upon selection, the final contract amount may be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. In the event the Service Provider and the Village fail to execute a contract, the Village will choose from the remaining proposals or issue another Request for Proposals. Award of a contract shall not be final until a written contract has been approved by the Village of Oak Park Board of Trustees and entered into between the Parties.

The Village reserves the right, at its sole discretion, to cancel or modify this RFP in part or in its entirety. The Village will not reimburse Service Provider for any costs incurred in preparation or submission of the proposal. All costs of preparing proposals, including site visits and preliminary analyses, are made at the sole cost of the Service Provider, and will

not be reimbursed in anyway. Proposed fees should not include or consider the costs incurred in preparation of the proposal.

Proposals shall become the property of the Village upon receipt.

SECTION III
RFP SUBMITTAL REQUIREMENTS

At a minimum, the following submittal requirements shall be included in the response to the RFP:

- a. **Cover Letter**. Cover letter signed by an authorized representative of the Service Provider committing the Service Provider to provide the services as described in the RFP in accordance with the terms and conditions of this RFP and any contract awarded pursuant to the RFP process. The cover letter must include:
 1. The number of years the Service Provider has been in business.
 2. An overview of the experience and background of the Service Provider.
 3. The legal name of the entity, its principal place of business, its legal form (corporation, partnership, limited liability company, etc.), the name of all principals and/or owners and/or partners, and authority to do business in Illinois.
 4. The name and telephone number of the principal contact.
 5. A commitment to comply with all OSHA and other federal, state, and city safety standards.

- b. **Narrative** demonstrating the exact type and nature of the Service Provider's proposed services and how they accomplish the objectives of the work as well as the ability to rapidly respond to the needs of the Village. The Village will also evaluate the completeness and reasonableness of the firm's proposed plan for accomplishing the inspections and plan reviews set forth above. The narrative should describe the role of and introduce each key individual in the Service Provider's organization that will actively be involved in the performance of the services requested herein.

- c. **Professional Licenses**. Service Provider shall provide evidence and copies of any and all required licenses from the State of Illinois. All documents shall be kept current and valid. At Service Provider's sole expense, it shall procure all necessary licenses, certifications and permits needed to conduct the required work.

SECTION IV
PROPOSAL FORM (Pricing)

The undersigned Service Provider agrees to all terms and conditions of the preceding specifications in the attached Personal Services Agreement and will furnish all the insurance documents and security deposits as stipulated. Please provide unit prices listed below for 2018.

The undersigned contractor agrees to all terms and conditions of the preceding specifications in the attached Personal Services Agreement and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below is for 2019 and 2020 only. The contract, if renewed, would require estimates for 2020 and 2021.

2018-2020 Service

Annual Inspection Cost per inspection and one re-inspection \$ _____
Each additional re-inspection \$ _____

Note - The fee for the required annual inspection shall include that inspection and one re-inspection required to assure compliance with that initial report. A re-inspection fee can only be charged to an additional re-inspection for the same non-compliance or a missed inspection that was not cancelled by the building owner or their representative a minimum of 24 hours in advance of the pre-arranged inspection time.

Existing Construction Inspection per inspection \$ _____

Existing Construction Re-Inspection per inspection \$ _____

Plan Reviews-New \$ _____

Plan Reviews Renovated/Modernization \$ _____

Note -The fee for reviews shall include the initial review and one (1) re-review if necessary. A re- review fee can only be charged for the same non-compliance or a missed correction on the second review.

Consulting per hour \$ _____

SIGNATURE PAGE

Proposal Signature: _____

State of _____) County of _____)

_____,
(Type Name of Individual Signing)

_____ being first duly sworn on oath deposes and says that the Service Provider on the above proposal is organized as indicated below and that all statements herein made on behalf of such Service Provider and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Agreement Specifications and has checked the same in detail before submitting this Proposal; that the statements contained herein are true and correct.

Signature of Service Provider authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Service Provider shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: _____/____/20__ _____

Organization Name
(Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

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

_____ In the State of _____ My

Commission
Notary Public

Expires on ____/____/_____

PROPOSAL FORM continued

Complete Applicable Paragraph Below

(a) Corporation

The Service Provider is a corporation, which operates under the legal name of _____ and is organized and existing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of

_____.

(c) Sole Proprietor

The Service Provider is a Sole Proprietor whose full name is

_____. If the Service Provider is operating under

a trade name, said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY

ADDRESS

CONTACT

PHONE

**WORK
PERFORMED**

MUNICIPALITY

ADDRESS

CONTACT

PHONE

**WORK
PERFORMED**

MUNICIPALITY

ADDRESS

CONTACT

PHONE

**WORK
PERFORMED**

SECTION V
CONTRACTOR CERTIFICATION

_____, as part of its proposal on agreement for 2018 Elevator Inspections and Plan Review for the Village of Oak Park Village Hall, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code.

(Authorized Agent of contractor selected)

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public's Signature

- Notary Public Seal -

SECTION VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

(Service Provider selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:
Its:

(name of Service Provider if the Service Provider is an individual)
(name of partner if the Service Provider is a partnership)
(name of officer if the Service Provider is a corporation)

The above statement must be subscribed and sworn to before a notary public.

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

Notary Public's Signature

- Notary Public Seal -

Minority Business and Women Business Enterprises Requirements

The Village in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of Service Providers and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village will result in disqualification of your proposal.

SECTION VII
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

The Service Provider is a corporation, legally named _____
and is organized and existing in good standing under the laws of the State of _____.
The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Service Provider is a Sole Proprietor. If the Service Provider does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Service Provider is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Service Provider is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION VIII
COMPLIANCE AFFIDAVIT

I, _____, (Print Name) being first duly sworn on oath deposes and state:

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and has verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Service Provider is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

¹ Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

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

Notary Public

- Notary Public Seal -

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Development Customer Services at 708-358-5420.

1. Service Provider Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-Service Providers working on this agreement. Forms will be furnished to the lowest responsible Service Provider with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities	
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander		
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
TOTAL													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____

(Name of Person Making Affidavit)

(Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2014.

(Signature)

(Date)

SECTION X
NO PROPOSAL EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

Thank you.

RFP Name: Village of Oak Park Village Proposal RFP-DCS-2018-Inspections-and-Plan-Review-Services.

Comments:

Signed: _____

Phone: _____

SECTION XI
AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2017, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, a _____ (hereinafter referred to as the “Contractor”).

RECITAL

WHEREAS, the Village intends to have elevator inspection services performed by the Contractor pursuant to the Village’s Request for Proposals (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor has represented to the Village that it has the necessary expertise to perform such services for the Village; and

WHEREAS, the Contractor has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.

2.1. Contractor shall provide the services set forth in the Contractor’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. The Village shall approve the use of subcontractors by Contractor to perform any of the Services that are the subject of this Agreement.

2.2. Contractor shall submit to the Village all reports, documents, data, and information set forth in the Village’s RFP in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Contractor’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of Contractor's Proposal and the Village's RFR and/or this Agreement, this Agreement and the Village's RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Director of the Department of Development Customer Services or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, Contractor hereby designates _____ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate Contractor for the Services as set forth pursuant to the Contractor's Qualifications in an amount not to exceed \$_____. Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by Contractor. If such changes

cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by Contractor shall be furnished without the written authorization of the Village.

3.3. Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include: (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; and (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of Contractor to properly complete or document any pay request; (7) any other failure of Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Contractor under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on _____, 2017 through 11:59 p.m. on _____.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by Contractor pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Contractor, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, but only to the extent caused by the negligence of Contractor or its subcontractors or their respective employees.

6. INSURANCE.

6.1. Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

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

- (A) **Commercial General Liability:**
 - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
 - ii. Limits:
 - General Aggregate \$ 2,000,000.00
 - Each Occurrence \$ 2,000,000.00
 - Personal Injury \$ 2,000,000.00
 - iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

- (B) **Professional Liability:**
 - i. Per Claim/Aggregate \$2,000,000.00
 - ii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

- (C) **Workers' Compensation:**
 - i. Workers' compensation shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (D) **Comprehensive Automobile Liability:**
 - i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits:
 - Combined Single Limit \$1,000,000.00

- (E) **Umbrella:**
 - i. Limits:
 - Each Occurrence/Aggregate \$5,000,000.00

- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein

except workers' compensation and professional liability/malpractice. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services.

6.4. Contractor understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Contractor.

8. FORCE MAJEURE.

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of Contractor.

10. STANDARD OF CARE.

10.1. Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. Contractor shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one (1) year of completion of Contractor's Services.

10.3. Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to Contractor.

10.4. Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Agreement.

10.6. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement (“Documents”) shall be and remain the property of the Village upon completion of the Services and payment to Contractor all amounts then due under this Agreement. At the Village’s request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Contractor shall have the right to retain copies of the Documents for its files. Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. Contractor’s Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village’s expense. Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. Contractor shall make the Documents available for the Village’s review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. Contractor shall have the right to include among Contractor’s promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by Contractor pursuant to this Agreement (collectively “Work Products”). The Village shall provide professional credit to Contractor in the Village’s development, promotional and other materials which include Contractor’s Work Products.

11.4. Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5

ILCS 140/1 et. seq.) (“FOIA”) request within five (5) business days after the Village issues notice of such request to Contractor. Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor’s actual or alleged violation of the FOIA, or the Contractor’s failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor shall pay all costs connected therewith (such as reasonable attorney’s and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney’s and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor’s request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit Contractor from providing services to any other public or private entity or person. In the event that Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another Contractor to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any payment from Contractor, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

14.2. In addition to the above, if Contractor fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

15. NO COLLUSION.

15.1. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, email or facsimile transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

If to the Contractor:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: (708) 383-5101
Email: villagemanager@oak-park.us

Fax: _____
Email: _____

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by email or facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email or facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

23. AUTHORIZATIONS.

23.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2017

Date: _____, 2017

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2017

Date: _____, 2017

EXHIBIT B - ASSURANCES

By signing above, Contractor hereby certifies, with respect to Contractor's receipt of payment for services rendered, Contractor will work with the Village to ensure that each prospective loan receiving funds for the purpose of carrying out eligible economic development activities, complies with the Housing and Community Development Act of 1974 ("Act") as amended. This includes regulations published by the U.S. Department of Housing and Urban Development at 24 CFR Part 570, and the following specific Federal Regulations:

1. 24 CFR 570.703 on Section 108 Eligible Activities; 24 CFR 570.208 on Section 108 National Objectives; and 24 CFR 570.209 (b) on Section 108 Public Benefit Standards requirements.
2. 24 CFR 570.203 (b) to ensure that the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in § 570.207(a), and to minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.
3. Appendix A to Part 570 to ensure that the Guidelines and Objectives for Evaluating Project Costs and Financial Requirements are followed.
4. Section 109 of the Housing and Community Development Act, prohibiting discrimination based on of race, color, national origin, religion, or sex; the discrimination prohibited by Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112); the Age Discrimination Act of 1975 (P.L. 94-135), as amended and implementing regulations when published (24 CFR 570.602); and Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
5. The conflict of interest prohibitions set forth in 24 CFR 570.611.

6. The eligibility of certain resident aliens requirements in 24 CFR 570.613.
7. The Architectural Barriers Act and Americans with Disabilities Act requirements set forth in 24 CFR 570.614.
8. The employment and contracting rules set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR part 135; 24 CFR 570.607.