
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
**SECURITY & SUPPORT STAFF SERVICES FOR VILLAGE PARKING
STRUCTURES AND SECURITY SERVICES AT VILLAGE HALL**

Proposal Number: **20-101 DCS – PARKING AND MOBILITY SERVICES**
Issuance Date: **APRIL 20, 2020**

The Village of Oak Park (“Village”) will receive proposals for Security and Support Staffing Services at Village Parking Structures and Security Services at Village Hall as more fully set forth herein at the Oak Park Village Hall, Monday through Friday, 8:30 a.m. to 5:00 p.m., at 123 Madison Street, Oak Park, Illinois 60302. **Proposals will be accepted until 4:00 p.m. local time, Monday, May 11, 2020.**

The Village reserves the right to divide the services described in this Request for Proposal between two qualified vendors.

Proposals must be submitted electronically to Development@oak-park.us and the subject line should be “**20-101 DCS – PARKING AND MOBILITY SERVICES.**”

Proposal forms may be obtained at the Development Customer Services Department located at the address listed above or by emailing Development@oak-park.us.

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. Information is available from Development Customer Services by emailing Development@oak-park.us.

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

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.

A legal advertisement for proposals will be published in the *Wednesday Journal* on **April 22, 2020.**

Submission of Proposals

Proposals shall be submitted on the proposal form included herewith. The proposal shall be submitted electronically to Development@oak-park.us and the subject line should be **“20-101 DCS – PARKING AND MOBILITY SERVICES”** and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Tammie Grossman
Development Customer Services Director
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

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PROPOSAL FOR:

Village of Oak Park 2020 SECURITY & SUPPORT STAFF SERVICES

Notice to Proceed

Work shall begin on a date to be determined as set forth in a **Notice to Proceed** from the Village's Director of Development Customer Services, Tammie Grossman. All work shall be completed as set forth herein pursuant to a Professional Services Agreement substantially the form attached hereto and incorporated herein by reference.

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. The Village will not accept mailed proposals. All proposals must be submitted electronically. 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 one (1) year. The Village shall have the right to renew the contract on an annual basis for two (2) optional one year terms as set forth below. The Contractor shall begin performing the services upon the service of a notice to proceed from the Development Customer Services Director or the Director's designee.

Recertification

If the Village renews the contract for an additional one year term, the Contractor 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 and otherwise meets all of the requirements set forth herein. If the Contractor 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.

Contract Renewal

The selected contractor may request an increase in its prices for any renewal term subject to the price increase being generally accepted in the industry. In this event, written notification stating the requested increase and supporting document justification must be provided to the Village for the renewal period forty-five (45) days prior the expiration of an applicable term of this Agreement. The annual adjustment shall be based upon 100% of the percentage of change of 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, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than the lesser of five

percent (5%) or the above referenced CPI multiplied by the previous year's cost for services provided under this Agreement. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and not renew this Agreement. If any price reductions are announced during any period this Agreement is in effect by the Contractor, the Village shall receive benefit of such price reduction. The Contractor shall provide the Village with notice of any such price reduction and it shall become effective thirty (30) days from the date the notice was served upon the Village.

If any price reductions are announced during any contract period by the Contractor, the Village shall receive benefit of such price reduction. The Contractor shall provide the Village with notice of any such price reduction and it shall become effective thirty (30) days from the date the notice was served upon the Village.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Contractor or Contractors whose proposals conform to this request for proposals and which will be most advantageous to the Village, subject to price and other factors as solely determined by the Village.

Costs of Preparation

The Village is not 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. Contractors should exclude any such taxes from their proposed fees.

Withdrawal of Proposals

A Contractor may withdraw its proposal at any time prior to the proposal submission deadline. No Contractor 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 Contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

The Village reserves the right to accept or reject any and all proposals, to waive technicalities, or to accept any item of any proposal unless the Bidder includes a restrictive limitation or condition.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill the proposal requirements. If requested, the Contractor should be prepared to present evidence to the Village of its ability to meet the proposal requirements and that it possesses the necessary facilities and financial resources to comply with the terms of this Request for Proposals. In addition, the Contractor 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 Contractor.

Rejection of Contractor

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 Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

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

Once an award has been made, failure to have read all the conditions, instructions and specifications of the attached Professional Services Agreement shall not be cause to request additional compensation. This Request for Proposals provides for three phases with corresponding annualized contract pricing. These three phases are intended to reflect the fact that the Village expects changes during the course of the contract as to the size of parking structures for which security is required.

Consideration of Proposals

The Village reserves the right to reject any or all proposals and to disregard any informality on the proposals when in its opinion, the best interest of the Village will be served by such action. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears of is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any terms of an agreement with the Village at any time.

A contractor, if requested, must present within forty-eight (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.

Criteria used to evaluate the proposals submitted include, but are not limited to, the following factors in the Village's discretion:

- Technical competence as evidenced by the proposal submitted;
- Experience in security industry;
- References;
- Financial capacity of the Bidder;
- Bidder's commitment to fair employment practices;
- Reasonableness of the associated costs.

Inspection

The Village has the right to inspect any materials, components or workmanship specified herein. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of this Request for Proposals shall be replaced by the contractor at no cost to the Village.

Compliance with Applicable Laws

The Contractor will strictly comply with all Village ordinances, codes and regulations , laws, rules and regulations of the State of Illinois and any applicable federal laws, rules and regulations. See attached form agreement, incorporated herein by reference.

Governing Law

The agreement entered into by the Village and the contractor shall be 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. See attached form agreement, incorporated herein by reference

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 Contractor from its obligations or change the terms of the Agreement between the Village and the contractor.

Interpretation of Agreement Documents

Any Contractor 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, and will mail a copy of the addendum to all prospective Contractors. The Village does not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain any addendum issued by the Village. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors 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 and as further set forth in the attached Professional Services Agreement.

Agreement

The selected Contractor shall enter into Professional Services Agreement with the Village in a form substantially similar to the Agreement attached hereto. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor.

Fees and Cost

In the event any action is brought to enforce the agreement entered into between the Contractor and the Village, each party bears the responsibility of paying its own attorneys' fees and costs.

Payment for contract service

The Village shall pay the selected Contractor on a monthly basis a flat amount equal to 1/12 of the annualized contract cost per applicable contract phase for the for its services provided during the previous month. Payment to selected Contractor(s) shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of services per location (e.g. name of location by parking structure) will be submitted to the Village for review and approval. Services provided for Village Hall shall be invoiced separately to the Village. The summary of costs shall include the work performed at the contract rate. Total payments for each phase shall not exceed the amount submitted on the Proposal Form unless prior approval is received from the Village. Invoices shall be mailed to Parking and Mobility Services, Village of Oak Park, 123 Madison Street, Oak Park, Illinois, 60302.

Invoices not accompanied by the billed month's itemized list of services provided and costs incurred will be held by the Village until such information is supplied.

Rules of the request for proposal process and specifications

- A. All contractors must conform to the specifications and other documents contained in this Request for Proposals.
- B. All proposals must be submitted in full and contain all requested documentation.
- C. All proposals must be submitted by the submission due date and time called for by the Village and submissions received after this date and time will be rejected at the discretion of the Village.

Documents to be submitted

- 1. All proposal documents required to be submitted by the Contractor in this Request for Proposals must be completed and returned together.
- 2. Company profiles/resumes of operations supervisors, supervisors, and senior executives.
- 3. A copy of the contractor's financial prospectus and a statement of any lawsuit or labor action to which the contractor is currently a party.
- 4. References from four entities who have received or continue to receive services from the contractor.
- 5. A written overview of the contractor's history. Include the number of years the contractor has been in business, the location of the corporate headquarters if applicable, and the total number of people employed by the contractor. Note any and all names that the contractor has operated under since 2002.

6. A description of any licensing disciplinary action taken against the contractor since 2002.
7. An overview of screening, evaluation, and hiring policies together with a copy of all documentation currently in use. In addition to security activities and patrolling, Security personnel at Oak Park garages and Village Hall use/maintain/support technology-based work tools and interact heavily with customers. The skill level of selected candidates must be higher than entry-level or beginner. Contractor must demonstrate that hiring policies are focused in that direction and the quality of selected employees meets the customer-service-focused goals of the Village.
8. A full description of initial training and ongoing training (Training Manual) for the contractor's employees, including all subjects and categories in support of point 1) requirements.
9. Any special training and special activities of company pertinent to parking facilities and public facilities.
10. Proof of training and understanding of security surveillance equipment systems.
11. An overview of the training programs for supervisors, including the frequency of such programs.
12. Four copies of all licenses, insurance certificates, and other pertinent information.
13. A written overview of the vendor's experience in providing security at high-rise parking structures; this overview should name specific clients and the city and state in which they are located.
14. Qualifications of all staff to be employed by the contractor who will provide services for the Village pursuant to this Request for Proposals, including educational background and details of past experiences at similar locations and the IDPR permanent employee registration card number for each staff member – noting the total number of any registration discipline as well as the reason, that has been taken against staff. Include any other credentials that suggest superior quality of experience and job knowledge. This requirement includes security personnel, operations supervisors and management, and any individuals performing random inspections.
15. A copy of the contractor's pre-employment drug testing policy.
16. A copy of the contractor's and random drug testing and post-accident drug testing policy.
17. A description of the company's process for conducting pre-employment background checks and what steps are taken during the course of employment to maintain and verify employee background information.

18. An overview and description of the patrolling policies used at similar locations. Patrolling activities will be stepped up for contractor employees assigned to Oak Park.
19. Proposed post orders, policies, procedures, and reports for security that would be utilized by the company relative to this contract and in consideration of the Appendix.
20. A proposed Management Plan that describes the company's plan for meeting the requirements of the contract. The Management Plan should define how the private security company will utilize unarmed staff to ensure timely, professional and high-quality performance and achievement of deadlines. Elements of the private security company's technical ability that must be addressed in the Management Plan include but are not limited to: (A) organization and management, (B) the company's inspection system, (C) key personnel, (D) training plan, (E) personnel action prevention, (F) experience in the use and maintenance of the property used in performance of this contract. The Management Plan must contain:
 - proposed lines of responsibility, authority, and communication;
 - proposed organizational structure;
 - proposed transition plan;
 - client relationship management plan;
 - description of plans that identify and resolve problems;
 - an augmentation plan that demonstrates the ability to respond to workload fluctuation in a timely manner;
 - a sample of all daily, weekly, and monthly report forms and other relevant documentation currently used by company.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute. See attached form Agreement, incorporated herein by reference.

Hold Harmless

See attached form Agreement, incorporated herein by reference.

Insurance

See attached form Agreement, incorporated herein by reference.

Termination of Agreement

See attached form Agreement, incorporated herein by reference.

SPECIAL CONDITIONS

Logo Disclaimer

In responding to this Request for Proposals, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

Accuracy Disclaimer

The Bidder shall thoroughly acquaint itself with the existing areas and conditions.

Financial Statements

Bidder also agrees that they will provide proof of financial stability by Dun and Bradstreet Report or financial statement, if called upon to do so. Failure to prove financial responsibility is cause for disqualification from this proposal.

Inspections

The Village reserves the right to visit and inspect the premises and operation of any contractor who submits a proposal.

Miscellaneous Requirements

The Village shall not be responsible for any expenses incurred by the Bidder in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise ceding its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the Village.

Pre-Qualification of Contractors and References

Under the terms of this Request for Proposals, all contractors in evidence to their experience and past performance must submit a list of previous security staffing experience of similar magnitude, which will be used to verify previous level of service.

Contractors shall furnish a minimum of four (4) references from accounts that they have serviced for a period of not less than six (6) months.

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SECTION II
DETAILED SPECIFICATIONS

I. Purpose

The Village of Oak Park (hereinafter the "Village") is seeking proposals from a qualified Contractor (hereinafter "Contractor") to provide Security and Support Staffing Services at Village Parking Structures and Security Services at Village Hall.

II. Background

On June 22, 2016, the Village issued a Request for Proposals and Securitas was the successful contractor. The Village's contract with Securitas expires on June 30, 2020.

III. Definitions

For purposes of this RFP, the following definitions shall apply:

1. "Bidder" shall mean "Contractor submitting Proposal".
2. "Proposal" sometimes referred to as "bid", unless the context requires otherwise.
3. "Scope of Work" includes the requirements of Section V, subject to the additional requirements described in the RFP. Scope of Work is sometimes referred to as "Specifications."
4. "Workload" means anticipated services based upon the historical data provided.

IV. Workload

Located in Oak Park, the Parking Structures to be protected with unarmed contract staff include:

1. Holley Court Parking Garage, 1125 Ontario Street, Oak Park, IL. This is a six level parking structure with 1,213 parking spaces and central offices for security and video monitoring of all four parking structures and portions of Village Hall.
2. The Avenue Parking Garage, 720 North Boulevard, Oak Park, IL. This is a six level parking structure with 535 parking spaces.
3. Oak Park River Forest High School Community Garage, 137 N. Scoville Avenue, Oak Park, IL. This is a three level garage with 300 parking spaces.

Any additional parking garage facilities, Village-owned buildings, and/or additional services added during the term of the contract awarded to the selected Contractor will be subject to the same rates proposed by the selected Contractor in this proposal submission.

Please note: Any facility may change during the course of this agreement. As such, contractual security services would be decreased accordingly upon change of the facility.

Contractor's work is primarily support and customer services. All provided staff shall be unarmed. Security camera monitoring and patrols at all locations are also key to successful

contractual services. Patrols will be carried out in such a manner as to cover all key vulnerable areas such as floor levels, entrances, exits, stairwells and elevator, and storage areas. The contractor will be required to perform the following responsibilities including, but not limited to:

- Provide security camera monitoring.
- Respond to telephone and intercom requests for services. The ability to communicate verbally in a coherent, courteous and professional manner is essential. Ability to articulate fees and charges and enforce the application of fees and charges even when faced with upset or irate customers and/or the ability to know when to contact Village of Oak Park personnel for assistance.
- Provide public assistance to individuals at pay-on-foot machines and entrance/exit gates in the parking structures. This assistance includes providing general instruction on the use of credit cards in pay-on-foot machines or the proper insertion of payment tickets at the exit gates or responding to calls for assistance at pay-on-foot machines located in various sites in the parking structures. Contractor's staff will not handle nor have direct contact with any money (i.e. cash, coins or credit cards).
- Contractor will assist individuals locating where they have parked their vehicle within the parking structures.
- Conduct patrols on foot or via vehicle (provided by contractor) within the public parking structures.
- When observed, the contractor's employees should pick up trash and litter within the parking structures or surrounding grounds for proper disposal.
- As directed during times of inclement weather, contractor will transport and apply/place Village purchased materials such as salt, sand or other de-icing materials via a spreading machine. Weight of bagged salt or other materials less than 80 lbs – most bags are 50 lbs.
- As directed, contractor will transport and apply/place Village provided traffic cones or barricades and assist with duties for the general purpose of restricting traffic/parking within or in areas immediately adjacent to the parking structures.

The Contractor is required to provide and maintain at its own expense for its employees both of the following for the purpose of traveling between parking structures as necessary to provide the patrol/security services needed:

- a late model vehicle – small pick-up or smart vehicle approved for operation on the public street is preferred; and
- a Segway.

The vehicle or Segway selected above shall be marked and identified as part of the security company and shall be used by the Contractor's employees while on duty and patrolling structures.

The following is the minimum staffing required of the contractor to provide the above services subject to the Village's discretion:

Minimum Staffing (suggested times)	Day Shift 6 a.m. - 2 p.m.	Afternoon Shift 2 p.m. to 10 p.m.	Night Shift 10 p.m. to 6 a.m.
Holley Court Garage	2 FTEs Seven days/week 1 supervisor M-F	2 FTEs Seven days/week 1 supervisor T-Sa	2 FTEs Seven days/week
The Avenue Garage	1 FTE Seven days/week	1 FTE Seven days/week	0
OPRF Community Garage*	0	0	0

* No designated contractor staff in facility. Security Camera monitoring from Holley Court Garage. Patrols as directed/needed.

While the above chart contains proposed shift schedules, the Village will review written requests for alternate shift and may approve the same in writing at the sole discretion of the Village, subject to maintenance of the minimum staffing levels identified above also at the Village's discretion.

v. Scope of Work.

These specifications cover the proposed Security and Support Staffing Services for Village Parking Structures and for Security Services at Village Hall.

1. COVERAGES TO BE PROVIDED - SUBJECT TO CHANGE BY VILLAGE OF OAK PARK

LOCATIONS LIST (ALL LOCATIONS ARE IN OAK PARK, IL)

- Holley Court Parking Garage, 1125 Ontario, Oak Park, IL. This is a six level parking structure with 1,213 parking spaces and central offices for security and video monitoring of all four parking structures and portions of Village Hall.
- The Avenue Parking Garage, 720 North Boulevard, Oak Park, IL. This is a six level parking structure with 535 parking spaces.
- Oak Park River Forest High School Community Garage, 137 N. Scoville. This is a three level garage with 300 parking spaces.

Parking garage structures, and/or buildings may be added or removed from service during the term of the contract. Additions will be subject to the same rates proposed by the Contractor as set forth in the Contractor's proposal.

Security services are to be provided at the following location:

- Village Hall Facility, 123 W. Madison, Oak Park, IL. Village Hall is a three level office and administration building.

OVERVIEW OF EXISTING SECURITY INFRASTRUCTURE IN PLACE AT GARAGES:

Holley Court Parking Garage

The Holley Court Parking Garage has a CCTV and intercom system. The cameras and intercom stations at Holley Court have local annunciation and monitors. The pictures from the CCTV and the intercom stations are connected by fiber optic lines within the Holley Court Parking Garage to the staffed central security control room at Holley Court Parking Garage where 24-hour security coverage is required.

Avenue Parking Garage

The Avenue Parking Garage has a stand-alone CCTV and intercom system. The cameras and intercom stations at the Avenue Garage have local annunciation and monitors. The pictures from the CCTV and the intercom stations are additionally viewed at the central security control room at Holley Court Parking Garage where 24-hour security coverage is required.

OPRF Community Parking Garage

The OPRF Community Parking Garage has a CCTV and intercom system. The cameras and intercom stations at the OPRF Garage have local annunciation and monitors. The pictures from the CCTV and the intercom stations are additionally viewed at the central security control room at Holley Court Parking Garage where 24-hour security coverage is required.

DESCRIPTION OF THE VILLAGE HALL SECURITY SERVICES TO BE COVERED UNDER CONTRACT WITH SECURITY COMPANY VENDOR SELECTED:

Security services at the following location:

1. Village Hall Facility, 123 Madison Street, Oak Park, IL. Village Hall is a three level office and administration building.

Security Staffing at Village Hall is currently required Monday – Thursday 5:00 p.m. to 10:00 p.m. and Fridays from 5 p.m. to 5:15 p.m., plus other hours, including after 10 p.m. or on weekends when public meetings have been scheduled in advance. Foot patrols at this location are provided within the facility and will be carried out in such a manner as to cover all key vulnerable areas such as floor levels, entrances, exits, stairwells and elevator. The Village will accept the Friday 15 minute coverage to be provided by the supervisor on duty in the Parking Garage system. The successful contractor will be required to perform patrol responsibilities including:

- Via a desk/staging area at the main entrance to Village Hall, open and close an electronic gate as directed to allow ingress and egress by employees and the public at the 5:00 p.m. general closing time for Village Hall as well as secure other access doors into Village Hall prior to the start of evening public meetings – which generally begin at 6:30 p.m. and at which time the facility is re-opened.
- Walk the facility during even hours when Village Hall is open for public meetings, but not for general business, to assure the safety and security of the public in the facility.

CONTRACT DIVISIBILITY:

The Village reserves the right to divide the services sought in this request for proposals between two qualified Contractors.

1. Equipment:

The Contractor shall provide all vehicles, clothing, security equipment, cell phones, safety equipment and other related materials necessary to perform the services. Security officers must carry identification clearly showing they are Village authorized security. The cost to provide these materials shall be incorporated into the Contractor’s proposed bid amounts.

2. Personnel Assignment:

The Village reserves the right to designate alternative personnel of the Contractor when the Village is dissatisfied with the performance of assigned personnel during the contract term or any renewals.

3. Village Training:

The Contractor’s staff will be expected to attend training on various Village policies including, but not limited to software, procedures, Village Code requirements, and tree protection. Such training will be provided by or through the Village, at its cost.

4. Policy Compliance:

The Contractor and its employees will be required to execute and comply with certain Village policies regarding computer software and other user agreements.

VI. Qualifications

This section of the specifications sets forth the minimum qualifications that are acceptable to the Village of Oak Park for security services to be provided at the Holley Court Parking Garage, Avenue Parking Garage, the OPRF Community Parking Garage and/or the Village Hall Facility. The section is broken down into specific sub-headed requirements and consideration will be given to those contractors that meet and/or exceed the criteria below.

AGE, EDUCATION, AND EXPERIENCE

All of the selected contractor's employees shall be at least 21 years of age and high school graduates. They must also be American citizens or legal residents.

EXPERIENCE

Preference will be given to those contractors whose staff has employees have had at least two years of experience in the contract security field. Those contractors with employees who have a minimum of two years of experience with high-rise parking facilities, parking revenue control equipment, and/or have three years of military experience with an honorable discharge will be given special consideration. Candidates must demonstrate good customer-service skills.

A. QUALIFICATIONS FOR SUPERVISORS

The selected contractors will ensure that all site supervisors possess the qualifications set forth above, plus a minimum of two years of site supervision experience in high-rise parking facilities and public facilities similar to the Village's facilities.

Any available references or testimonials that relate to a contractor's supervisors should be submitted with the contractor's proposal. These references will be reviewed by the Village of Oak Park.

SCREENING EVALUATION AND RECRUITING

In addition to the educational and experience qualifications set forth above, contractors who submit a proposal shall ensure that the London House psychological survey (or approved equal provider) is officially completed by each employee and that the results of these surveys are approved by London House or an approved equal provider.

All of a contractor's employees shall undergo the state legislated mandatory levels of training in basic security before assignment.

All of a contractor's employees shall be state licensed security officers and shall possess a State of Illinois Department of Professional Regulation Card.

The selected contractor shall ensure that all of its employees possess valid and current drivers' licenses.

The selected contractor shall ensure that a criminal background check has been conducted for each of its employees and that no employees have criminal convictions.

The selected contractor shall ensure that its employees are capable of performing in a security staff environment, have sound judgment, and are ethically responsibly employees.

The selected contractor shall ensure that its employees have submitted to a drug test prior to or during employment with the contractor and is drug free.

The selected contractor must be a licensed independent security provider and must fully comply with all applicable state, federal and local codes, and laws.

The selected contractor must conduct reference checks and obtain the employment history of each applicant considered for the position of security officer at any of the Village's locations. A report on the history of each applicant will be submitted to the Village prior to any employee reporting for duty at a Village's location upon the Village's request.

The Village shall be provided with the records and qualifications of any new employee of the selected contractor prior to a new employee being assigned to provided services at a Village facility. The Village reserves the right to reject any employee or supervisor of the selected contractor it deems unsuitable to provide such services.

The Village reserves the right to remove any employee or supervisor of the vendor selected contractor that behaves in an inappropriate or unprofessional manner. Examples of such behavior include, but are not limited to, any of the following while on duty at a Village facility: making personal calls, sleeping, smoking outside of designated areas and allowing visits by friends/family. The selected contractor shall make immediate arrangements to replace such an employee in coordination with the Village.

Any additional qualifications that a contractor or its employees possesses over and above those called for in these specifications shall be provided to the Village for review and consideration. Examples are bilingual qualifications, parking equipment and revenue control experience, or other technical qualifications.

SUMMARY: In addition to the above, the selected contractor's employees assigned to Village locations shall demonstrate good written and verbal communications skills, speak English, have good work attendance records, and have excellent public relations skills. Training and experience in electronic security systems, such as closed circuit TV and computerized intercom systems shall be considered by the Village.

INDUCTION AND ONGOING TRAINING PROGRAMS.

GENERAL: This section covers the minimum training practices acceptable for the selected contractor. It is mandatory that the selected contractor identify all other available training programs and submit a full description of those programs that exceed the standards set forth herein. Such programs may include public relations or other similar training relevant to the protection of high-rise parking and public facilities.

Where classroom and field training sessions apply, selected vendor will provide the Village with a signed certificate for each employee trained that certifies successful completion of the training. Certificate should also briefly describe the training and specify the date of the training and the hours the employee spent in said training.

PRIVATE DETECTIVE PRIVATE ALARM AND PRIVATE SECURITY ACT 1993. The contractor's employees shall have received the minimum state legislated course in basic security as per the above-mentioned act and / or the equivalent of private training by the contractor.

ONGOING TRAINING CATEGORIES. Contractors shall provide a list of training categories with a full category description and a schedule of their training program (field/class). Contractors shall provide a breakdown of the number of hours per month allocated to training, upon request.

Contractors shall submit copies of documentation that verifies training, minimum of 8 hours pre-assignment or formal training plus 32 additional hours within 3 months of assignment. The following training programs are considered to be minimal acceptable standards for this contract:

- Internal and external patrolling techniques
- Public relations and good communication skills
- Reducing criminal and civil liability
- Security in law enforcement
- Life safety and fire hazard
- Bomb threats and emergency procedures
- Report writing and administration skills
- Use of force and the law
- Company philosophy of grooming and deportment
- Post order book implementation
- Site policies and procedures (Those of vendor selected and of Village of Oak Park)
- Maintaining a safe working environment
- Powers of arrest and detaining procedures
- Defensive tactics and apprehension
- Certified First Aid / CPR

- Use of AED defibrillator
- Use of chair lift at Village Hall
- General crime prevention
- Control of hostile individuals and threatening situations
- General observation skills
- Incident investigations and crime scene preservation
- Conflict management
- Relationships with local law enforcement groups
- Basic Self Defense
- Court procedures and attorney relationships
- Conduct on witness stand
- Security awareness training techniques
- Surveillance security systems and radio communications

The Basic Self-Defense course shall be the P.P.C.T. course or equivalent and the Defense Tactics Systems course shall be the Monadnock Defensive Tactic or equivalent.

MULTILEVEL PARKING FACILITIES TRAINING

The contractor shall submit an outline of training courses given to its employees that relate specifically to parking applications and municipal facilities. Descriptions of each subject should be covered and included with this submission. Methods of patrolling internally and externally should be included together with policies and procedures.

SUPERVISOR TRAINING

Though it is a requirement that all supervisors receive the levels of training specified in section 4.3 of this RFP, all security agency vendors are requested to provide any specific managerial training that is offered to their supervisors, in addition to the training listed in section 4.3.

This section should also include a summary of career path training and promotional levels achieved through the passing of examinations and training categories.

REPORTING PROCEDURES AND POST ORDERS

GENERAL: The contractor will provide reports outlined below to the Parking Garage Supervisors in both electronic file and hard copy format. Reporting requirements are subject to change in the sole discretion of the Village, but will generally not change in terms of workload. The final form of report(s) shall be provided by contractor to the Village for review and approval.

REPORTS REQUIRED:

A. Incident Report

This report will be compiled for each incident experienced in the garage by contractor's staff involving public or private property damage, customer disputes, requests for Village Police Department assistance, law enforcement service requests. This includes reporting issues with technology and equipment.

B. Daily Security Checklist

This report is to be completed for each structure, by each shift noting physical condition of equipment within garage (a sample of required information is attached in the Appendix)

C. Statistical Data Sheet

This report is to be completed for each structure, by each shift, noting statistical data related to equipment failure, elevator failure and maintenance issues report to Village staff.

The contractor will gather the Incident Reports, Daily Security Checklist and Statistical Data Sheets for each week and provide them to the Parking Supervisors, Director of Development Customer Services and the Deputy Police Chief of Patrol by 11:00 A.M. Monday. Incident Reports of a significant nature should be provided daily.

D. Monthly Incident Report

This report must be broken down by location and must include a summary of all incidents occurring at each location during the reporting month. The report must also sum the incidents recorded for each location in order to provide a total for each type of incident. Some examples of incidents include disturbances at any location, suspicious behavior, and break down or failure of equipment at any location (lights, parking ticket dispensers, etc.).

The contractor will provide the Monthly Incident Report to the Parking Operations Supervisor during the first week of the month following the month covered in the report.

E. Weekly Employee Schedule Report

This report will specify which outline plans for full security coverage of all locations as well as which employees will be working which shifts for the following week. Selected vendor will submit this report by 11:00 A.M. on each

Wednesday to the Parking Supervisors prior to the week covered by the Weekly Employee Schedule Report being submitted.

F. Roving Supervision Report

This report will document the random checks carried out by the contractor's management to monitor the security efficiency as outlined in section 6. Selected vendor will submit this report to the Parking Garage Supervisors on a monthly basis.

POST ORDERS: The contractor will be required to compile a Post Order Manual, which will give a description of all duties of an employee specific to each location, specifically the entire internal and external patrolling procedures and methods used. In addition, the Post Order Manual must contain all security policies, directives, and procedures of both the contractor and the Village. A site plan for each location must be included in the Post Order Manual. Details of the CCTV and intercom systems will also be kept in the post order manual. A copy of the Post Orders will be provided to the Parking Garage Supervisors and the Director of Parking and Mobility Services.

FIXED POINT COVERAGE FROM THE SECURITY ROOM AT THE HOLLEY COURT PARKING GARAGE

Holley Court Parking Garage

The contractor will provide fixed-point coverage from the Security Room at the Holley Court Parking Garage 24 hours a day, seven days per week. All mandated duties contained in the post/standing orders compiled by the Village of Oak Park will be carried out by this supervisor during his/her shift.

It is anticipated that the supervisor's shifts will be during the critical hours of operation a minimum of five days per week. Supervisor shifts should overlap a Mon – Fri schedule and a Tuesday – Sat schedule to provide supervisors Mon-Sat. The security desk hourly coverage will be handled by trained security staff provided by the security company vendor selected.

Avenue Parking Garage

A security officer will be required at the Avenue Parking Garage for a minimum of 16 hours per day, Monday through Friday. Initial hours of coverage will be 6:00 A.M. until 10:00 P.M. Coverage may be expanded if deemed necessary.

GARAGE PATROLS: The hours of operation for all 3 garages are 24 hours per day, seven days per week, 52 weeks per year. Selected vendor will conduct 1 mobile and/or floor patrol 24 hours per day, 7 days per week at the 3 garage locations. Additional coverage may be necessary and may be added once the security operation has been established between the Village and the selected vendor. Addition coverage or locations added during the duration of contract awarded to selected vendor will be charged at the rate submitted by the vendor with this proposal.

ROVING SUPERVISION: The contractor shall ensure that the Village is also supported with roving supervision that is provided as part of the contractor's overhead and not as BILLABLE hours to any Village location. These individuals will be management staff and available to Village management staff to review questions or concerns with contractual services. In addition, they will carry out random checks at least three times per month in order to monitor the security efficiency at all garage locations and ensure their familiarity with the operation. Reports on these visits should be issued to the Parking Garage Supervisors on a monthly basis.

VILLAGE HALL FACILITY: The contractor shall also provide staffing to cover regular schedule and occasional evening and weekend security at the Village Hall facility in the Village's discretion as set forth herein. Typical hours for staffing are Monday through Thursday from 5:00 P.M. to 10:00 P.M. unless notified of changes. The vendor selected may need to provide coverage for special events on an as needed basis upon request. Event locations will be within the Village at Village Hall or the Public Works facility.

UNIFORMS

GENERAL: The security company selected will be responsible for providing cleaning and maintenance of all officers' uniforms. Each officer will be provided with sufficient quantities of each uniform item to ensure that a clean and professional appearance is maintained at all times. Uniforms will be as follows unless alternatives are requested by the Village of Oak Park.

- A. The contractor may elect to require all employees to wear a shirt with tie uniform or a polo shirt uniform. Due to the nature of the parking garage environment, the polo shirt uniform is preferred. In the event the shirt/tie option is elected, shirt shall be light in color (a consistent color for all staff) with a dark tie (again, same tie for all staff). Alternatively, if the polo shirt is elected, a dark color shall be selected consistent for all staff. Nameplates will be over the right breast pocket area. Security badge will be over the left breast pocket area and may alternatively be in the form of a patch that is a badge or the company logo. Should a tie be part of the uniform, it must be of the clip-on variety for officer safety.
- B. Shoes will be black lace-up and will be highly polished at all times.
- C. Belts will be single, dark colored leather.
- D. Harness duty belts will be single, dark colored leather.
- E. Military style jackets will be navy blue or of a color designated by the Village of Oak Park Parking Garage Supervisors.
- F. Pants will be navy blue or of a color designated by the Village of Oak Park Parking Garage Supervisors.

Winter wear will be provided by contractor to all employees and this will consist of Blauer waist length police jackets with a removable liner. Jackets should designate “security” or “customer service” so that individual employees of the contractor are easily identifiable.

The Village of Oak Park Development Customer Services Director must approve all uniform items.

EQUIPMENT: Unless otherwise stated by the client all officers will carry, and at all times be in possession of the following items of equipment:

- On duty supervisor will have a smart phone with email access to a Contractor email account. Supervisors’ phone numbers are provided to Oak Park management staff and It is communicated to the supervisors and understood that Village staff can contact the security supervisors for operational concerns at those numbers even outside their regular shift.
- Vehicle and Segway provided by contractor for roving patrols of structures as set forth in this Request for Proposals:
 - Vehicle must be a late model vehicle.
 - Vehicle and Segway must be clearly marked and properly identified with the selected security vendor’s name and/or logo.
 - Vehicle must be in good general condition, kept clean, and maintained for a professional appearance and reliable use.
 - Vehicle must be able to transport materials such as sand, salt, traffic cones and barricades.

The Village of Oak Park Parking Operations Supervisor must approve all equipment.
Note: Training and experience in the use of this equipment is mandatory.

VII. Licenses

Any Contractor that submits a proposal shall possess all necessary federal, state, and local licenses as are required by law, and shall, upon request, furnish satisfactory proof to the Village that the licenses are in effect during the entire period of the contract for each individual assigned to work under the contract.

VIII. Project Schedule/Term of Contract

The Village intends to review all proposals and select a Contractor in 2020. The anticipated timetable for the process is:

1. Proposals due May 11, 2020
2. Interviews, if needed, week of May 18, 2020
3. Final award prior to June 30, 2020

Proposals submitted shall be valid through 2020. A contract for services shall be executed between the Village and Contractor with contract services anticipated to become effective on TBD. All Contractor 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 Contractor for an initial term limit of twelve (12) months, with provisions for an option to renew/extend the contract for an additional two (2) years that are 12 month periods each.

IX. Proposal Requirements

All proposals must be submitted electronically to Development@oak-park.us no later than **4:00 PM CST on May 11, 2020**. The subject line should be **“20-101 DCS – PARKING AND MOBILITY SERVICES.”** Late proposals shall not be accepted.

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 Contractor, 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 Contractor, its principals, officers, and directors to any persons or firms the Village deems appropriate.

The following information must be provided in the contractor’s proposal:

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PRE - QUALIFICATION AND AGENCY EVALUATION

[Please attach more sheets for responses as needed.]

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Contact: _____

Email address: _____

Note any and all names that the company has operated under since 2002.

State of Illinois License # _____

Describe any licensing disciplinary action taken against the company since 2002.

What is the size and location of local office?

How long has this office been operating? _____

1. Profile/Resume of Operations Supervisor, Supervisors and Senior Executives.

All Officers Registered and/or Licensed? ___Yes ___No

3. A copy of the Company's financial prospectus and a statement of any lawsuit or labor action to which the company is currently a party.

4. List 4 references of entities for which the company has performed services or continues to perform services:

	<u>Company</u>	<u>Contact Name</u>	<u>Telephone</u>
a.	_____		
b.	_____		
c.	_____		
d.	_____		

State the number of years in this business _____.

5. A written overview of the company's history. Include the number of years the company has been in business, the location of the corporate headquarters, and the total number of people employed by the company. Note any and all names that the company has operated under since 1999.

6. A description of any licensing disciplinary action taken against the company since 2002.

7. An overview of screening, evaluation, and hiring policies together with a copy of all documentation currently in use.

Describe the benefits package for employees assigned to this contract.

8. A full description of initial training and ongoing training, including all subjects and categories.

9. Any special training and special activities of company pertinent to parking facilities and public facilities.
10. Proof of training and understanding of security surveillance equipment systems.
11. An overview of the training programs for supervisors, including the frequency of such programs.
12. Four copies of all licenses, insurance certificates, and other pertinent information.
13. A written overview of the company's experience in providing security at high-rise parking structures; this overview should name specific clients and the city and state in which they are located.

Describe and list the number of multi-use complexes and public facilities you protect.

14. Qualifications of all staff to be employed by the company who will provide services pursuant to this Request for Proposals, including educational background and details of past experiences at similar locations and the IDPR permanent employee registration card number for each staff member – noting the total number of any registration discipline as well as the reason, that has been taken against staff. Include any other credentials that suggest superior quality of experience and job knowledge. This requirement includes security personnel, operations supervisors and management, and any individuals performing random inspections.
15. A copy of the contractor's pre-employment drug testing policy.
16. A copy of the company's random drug testing policy and post-accident drug testing policy.
17. A description of the company's process for conducting pre-employment background checks and what steps are taken to during the course of employment to maintain and verify employee background information.
18. An overview and description of the patrolling policies used at similar locations.
19. Proposed post orders, policies, procedures, and reports for security that would be utilized by the company relative to this contract and in consideration of the Appendix.
20. A proposed Management Plan that describes the company's plan for meeting the requirements of the contract. The Management Plan should define how the private security company will utilize unarmed staff to ensure timely, professional and high-quality performance and achievement of deadlines. Elements of the private security company's technical ability that must be addressed in the Management Plan include but are not limited to: (A) organization and management, (B) the company's inspection system, (C) key personnel, (D) training plan, (E) surveillance detection, (F)

personnel action prevention, (G) experience in the use and maintenance of the property used in performance of this contract. The Management Plan must contain:

- proposed lines of responsibility, authority, and communication;
- proposed organizational structure;
- proposed transition plan;
- client relationship management plan;
- description of plans that identify and resolve problems;
- an augmentation plan that demonstrates the ability to respond to workload fluctuation in a timely manner;
- a sample of all daily, weekly, and monthly report forms and other relevant documentation currently used by company.

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x. Evaluation of Proposals

The contract will be awarded to the Contractor 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.

xi. 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.

xii. Instructions to Bidders

Contractor shall comply with the Instruction to Bidders, attached hereto and incorporated herein. Contractor is expected to fully inform itself as to the conditions, requirements, and Specifications before submitting bids. Failure to do so will be at the Contractor's own risk. Submitting a proposal is an assumption that the Contractor is familiar with all conditions and intends to comply with them unless otherwise noted.

xiii. Inquiries

Any inquiries regarding this Request for Proposal shall be directed to Tammie Grossman, Director of Development Customer Services. She may be contacted via email at Development@oak-park.us. Subject line should be RFP 20-101 DCS PARKING AND MOBILITY SERVICES.

All inquiries/questions related to this RFP shall be submitted no later than Monday, May 4, 2020, at 5:00 p.m. Written answers will be posted by end of day Wednesday, May 6, 2020.

xiv. 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 Contractor 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 Contractor 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 Contractor, 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 contractor committing the contractor 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 contractor has been in business.
 2. An overview of the experience and background of the contractor.
 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 Contractor'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 set forth above. The narrative should describe the role of and introduce each key individual in the contractor's organization that will actively be involved in the performance of the services requested herein.

- c. **Professional Licenses**. Contractor 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 Contractor's sole expense, it shall procure all necessary licenses, certifications and permits needed to conduct the required work.

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SECTION IV
PROPOSAL FORM (Pricing)

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. Please provide unit prices listed below for 2020.

We undertake to provide a qualified security and support staffing services at **Parking Garage Structures and Village Hall** in accordance with the client's specification (attached) and all contractual documents contained herein. We understand that the terms and conditions of this contract include all specifications and references as to the level of security service to be provided, and all terms and conditions contained the contractual documents of the Village of Oak Park for the annual sum of:

Services for Village Parking Garage Structures

Holley Court Parking Garage, Avenue Garage and OPRF Community Garage:

For a Total of: \$_____ per month

(_____ Dollars _____ Cents).

Total Annualized amount \$_____ for a twelve month period.

Village Hall Security Services: We undertake to provide a qualified **security guard operation at Village Hall** in accordance with the client's specification (attached) and all contractual documents contained herein. We understand that the terms and conditions of this contract include all specifications and references as to the level of security service to be proved, and all terms and conditions contained the contractual documents of the Village of Oak Park for the hourly price of:

\$_____ per hour.

(_____ Dollars _____ Cents) per hour.

We further agree that the hourly rates and other costs specified in this proposal will remain in force for a period of 12 months from the date that the security operation commences and that all specified training will be carried out, documented and confirmed to the client on a monthly basis.

HOURLY RATE FOR ADDITIONAL SERVICES DURING THE TERM OF CONTRACT

STAFF	
Officers Gross Hourly Rate	\$
Supervisors Gross Hourly Rate	\$

This contract may be canceled by either party subject to sixty (60) days written notice.

Security Company selected:

Authorized Signature: _____

Position/Title: _____

Date: _____

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SIGNATURE PAGE

Proposal Signature: _____

State of _____) County of _____)

_____,
(Type Name of Individual Signing)

_____ being first duly sworn on oath deposes and says that the contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such contractor 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 contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

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

Dated: _____/_____/2020 _____

Organization Name
(Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this _____ day of _____,
2020.

_____ in the State of _____. My
Commission
Notary Public

Expires on ____/____/_____ **PROPOSAL FORM continued**

Complete Applicable Paragraph Below

(a) Corporation

The contractor 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 registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is _____ . If the contractor 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.

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SECTION V
VENDOR/CONTRACTOR CERTIFICATION

_____, as part of its proposal on agreement for 2020 DCS Parking and Mobility Services 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 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., 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 _____, 2020.

Notary Public's Signature

- Notary Public Seal -

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SECTION VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes
and says:

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

(contractor 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 contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor 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 _____, 2020.

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 contractors 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 as more fully set forth in the attached Professional Services Agreement.

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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION VII
ORGANIZATION OF FIRM

Please fill out the applicable section:

A. Corporation:

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

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

C. Partnership:

The Contractor 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

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SECTION VIII
COMPLIANCE AFFIDAVIT

I, _____, (Print Name) being first duly sworn on oath depose 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 have 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 Contractor 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 _____, 2020.

Notary Public

- Notary Public Seal -

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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 Development Customer Services at 708-358-5420.

1. Contractor 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-contractors working on this agreement. Forms will be furnished to the lowest responsible Contractor 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: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

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

FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE

NOTE: This affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

_____, being first duly sworn, deposes and says that
(Name of person making the Affidavit)

_____ of _____ and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the

Village of Oak Park Ordinance relating to Fair Employment Practices and knows and

understands the contents thereof; that he/she certifies hereby that _____
(Name of

_____ is an "Equal Opportunity Employer" as defined by Section 2000
company)

(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.

Subscribed and sworn to before

me this _____ day of

_____, 2020.

Notary Public

SECTION XI

**VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE
TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

M/WBE Firm: _____ contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No

Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/contract:

Indicate the **Total Dollar Amount**, the **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime bidder declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime bidder)

Print Name

Print Name

Firm Name

Firm Name

SCHEDULE C (continued)

Date

Date

Subscribed and sworn before me this _____ day of _____, 2020,

_____ (SEAL)
Signature of Notary Public

My Commission expires on _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

SECTION XII

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 2020 SECURITY & SUPPORT STAFFING SERVICES

Comments:

Signed: _____

Phone: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

APPENDIX

Daily Security Checklist Report

Structure Name <i>circle one</i> : Holley Ct Avenue L & F OPRF		
Date:	Shift:	Performed by:
Activity	Detail	Comment
Ticket Spitters	Marion Ontario Alley Avenue	
Gates		
Pay Station		
Intercom		
Stairwell		
Vandalism		
Main Office Cleanliness		
Doors		
Trash Removal		
Garage Lights Checked		
Elevator Intercom Checked		
Snow and Ice Cleared		
Supervisor Signature	Date:	

Example Only
(actual report may be different)



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), _____, a _____ (hereinafter referred to as the “Contractor”).

RECITAL

WHEREAS, the Village intends to have the Contractor provide staffing and security services at the Village’s parking garage structures and at Village Hall pursuant to the Village’s Request for Proposals dated _____, 2020, attached hereto and incorporated herein by reference and the Contractor’s Proposal dated _____, 2020, attached hereto and incorporated herein by reference (hereinafter referred to as the “Services”).

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

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONTRACTOR.

2.1. The Contractor shall provide its Services pursuant to this Agreement, the Village’s Request for Proposals (hereinafter referred to as the “RFP”) and the Contractor’s Proposal (hereinafter referred to as the “Proposal”). The Village shall approve the use of any subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement.

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

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

2.4. Village Authorized Representative. The Village's Development Customer Services or the Director's designee shall be deemed the Village's authorized representative, 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. The 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 the 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, the 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 the 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 the Contractor. The 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. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contractor. The Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services in an amount not to exceed \$_____ ("Contract Price") on annual basis for the initial term of this Agreement. The Contractor shall be paid installments 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 within the general scope of this Agreement in the Services to be performed by the 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 the Contractor shall be furnished without the written authorization of the Village.

3.3. The 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; (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 the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the 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 reasonable 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 the Contractor of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the 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 the Contractor under this Agreement to reimburse itself for any and all reasonable costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

3.6. The Contractor's Services shall be considered complete on the date of final written acceptance by the Village as applicable during the term of this Agreement, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Contractor the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Contractor as provided for in this Agreement ("Final Payment"). The acceptance by Contractor of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Contractor reserved in writing at the time of submitting its invoice for final payment.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire on the one year anniversary of the Effective Date at 11:59 a.m.

4.2. The Village shall have the right to renew this Agreement in writing on annual basis after the initial Agreement term for two (2) optional one (1) year terms. The Contractor may request an adjustment in its rates for a renewal term subject to the price increase being generally accepted in the industry. In this event, written notification stating the requested increase and supporting document justification must be provided to the Village for the renewal period forty-five (45) days prior the expiration of an applicable term of this Agreement. The annual adjustment shall be based upon 100% of the percentage of change of 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, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than the lesser of five percent (5%) or the above referenced CPI multiplied by the previous year's cost for services provided under this Agreement. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and not renew this Agreement. If any price reductions are announced during any period this Agreement is in effect by the Contractor, the Village shall receive benefit of such price reduction. The Contractor shall provide the Village with notice of any such price reduction and it shall become effective thirty (30) days from the date the notice was served upon the Village.

4.3. 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 days written notice pursuant to Section 18 below of its intent to terminate.

4.4. If this Agreement is terminated by either party, the 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 the Contractor pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney’s fees and court costs (hereinafter referred to as “Claims”) which may accrue against the Village or its officials, agents, employees and volunteers to the extent caused by the negligent performance of the work by the Contractor, its employees, or subcontractors, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

6. INSURANCE.

6.1. The Contractor shall, at the 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. The 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, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized 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 by the insurer unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: “Should any of the above described policies be canceled before the expiration date by the insurer, 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, officers, officials, agents, employees 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	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **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 work on the Project, and in case work is sublet, the 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 workers' compensation insurance, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **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

(D) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

(F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except workers' compensation and professional liability. 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 and its officials, agents, employees and volunteers.

6.3. The Village and the 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 Project.

6.4. The Contractor understands and agrees that 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 as herein provided.

The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the 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 the 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 the 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 the Contractor.

10. STANDARD OF CARE.

10.1. The 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 providers of such Services.

10.2. The Contractor shall be responsible for the accuracy of its Services under this Agreement and shall promptly make corrections 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 year of completion of the Contractor's Services.

10.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the 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 the Contractor.

10.4. The Contractor shall review laws, regulations, codes and standards in effect as of the date of this Agreement that applicable to Contractor's Services and shall exercise professional care and judgment to comply with said requirements imposed by governmental authorities having jurisdiction over Contractor's Services, included, but not limited to the Village.

10.5. The 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 the Contractor with respect to this Agreement.

10.6. The 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 the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, 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 project and payment to the Contractor all amounts then due under this Agreement. Notwithstanding the foregoing, the Contractor shall maintain all rights to reuse standard details and other design features on other projects. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The 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. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The 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 the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. The 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 the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the 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 subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The 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 Project 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. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in the Village's development, promotional and other materials which include the Contractor's Work Products.

11.4. The 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 the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The 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, the 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 the Contractor from providing engineering Services to any other public or private entity or person. In the event that the 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 civil engineer and/or land surveyor 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 final payment that the 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 the 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 (15) 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 the 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 in the Contract Price;

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 progress payment or final payment from the 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 the Contractor's Event of Default.

15. NO COLLUSION.

15.1. The Contractor hereby represents and certifies that the 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.* The 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 the 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 brought 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, or by electronic 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:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Contractor:

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 electronic transmission shall be effective as of date and time of fa electronic 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 electronic 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 or 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; FACSIMILE OR PDF SIGNATURES.

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 last date of its execution by one of the parties 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 warrants that she has 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 and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons

or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

24.2. In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

25. CERTIFIED PAYROLL

25.1. Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village’s Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

26. LIVING WAGE/MINIMUM WAGE

26.1. The Contractor shall comply with the Village’s living wage requirements as set forth in Section 2-6-20 (“Living Wage”) of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village’s living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 25 of this Contract above in order to determine whether the Contractor is meeting said requirement.

**[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

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2020

Date: _____, 2020

ATTEST:

ATTEST:

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2020

Date: _____, 2020