



REQUEST FOR PROPOSAL (PROFESSIONAL SERVICES)

Project Name: 2019 Commuter Parking Study –
Traffic Engineering Services

Advertisement Published: Wednesday, September 11, 2019

Proposal Due: Wednesday, October 2, 2019 @ 2:00 PM

Pre-Proposal Conference Date/Time: NOT REQUIRED

This document comprises 26 pages

Return original, one paper copy, and one additional *electronic* copy (PDF file) of the proposal in a sealed envelope marked with the Project Name as noted above to :

JEFF LOSTER
VILLAGE ENGINEER
VILLAGE OF RIVER FOREST
400 PARK AVENUE
RIVER FOREST, IL 60305
PHONE: 708-714-3551
FAX: 708-366-3702

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 The Village of River Forest is seeking a professional engineering firm (FIRM) to assist the Village with traffic engineering services for the 2019 Commuter Parking Study. It is the goal of the VILLAGE to contract with a qualified FIRM that has substantial experience in this type of work.
- 1.2 Those forms located at the end of this document marked “Return with Proposal” shall be included with all Proposals.
- 1.3 Proposals shall be submitted in an 8.5 x 11 format. They shall be succinct and directly relevant to this project.
- 1.4 Proposal forms shall be sent to the Village of River Forest in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals shall be submitted in the format requested. Telephone, email, and fax proposals will not be accepted.
- 1.6 By submitting the Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications, proposal documents, site of the proposed work and to be familiar with all of the requirements, stipulations, provisions, and local conditions surrounding the proposed services. **Do not submit a proposed contract.** Upon acceptance of a submitted Proposal by the Village, a contract will be provided.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. **All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals** or at the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Proposer of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Proposers. Each Proposer must acknowledge receipt of any addenda by indicating same in the Proposal. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer’s responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the Proposal submission.

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to:

Village of River Forest
Attn. Jeff Loster, PE
Village Engineer
Phone: (708) 714-3551
Email: jloster@vrf.us

between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications are without legal effect.

- 2.3 All costs incurred in the preparation, submission, and presentation of any proposal (including travel or personal expenses) shall be the responsibility of the Proposer and will not be reimbursed by the Village.
- 2.4 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature and name of the person authorized for submitting the proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the proposal opening, by a letter bearing the signature and name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. **RESERVED RIGHTS**

- 4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village.

II. TERMS AND CONDITIONS

1. DEFINITION OF TERMS

Wherever herein the following terms are used in the Instructions to Bidders, their definitions are as follows:

<u>Village</u>	The Village of River Forest, acting through its authorized representatives
<u>Engineer</u>	The Village Engineer, acting through its authorized representatives
<u>Proposal</u>	The scope of services and total dollar amount proposed by the Proposer
<u>Proposer</u>	Any individual, firm, partnership, or corporation submitting a Proposal for the Work to be awarded, acting directly or through a duly authorized representative
<u>Firm</u>	Any individual, firm, partnership, or corporation with which the Village has entered into a contract for this project, acting directly or through a duly authorized representative
<u>Contract</u>	The written Agreement between the Firm and the Village covering the performance of the Work. The Contract includes the Request for Proposal, Contract Form, Certificate of Insurance, and Specifications.
<u>Specifications</u>	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and to certain administrative details applicable thereto.
<u>Work</u>	The result of performing services, furnishing labor and equipment, and furnishing and incorporating materials into the construction of the Project, all as required by the Contract.

2. SUPPLEMENTAL SPECIFICATIONS

2.1 The following “Supplemental Specifications” supplement the Standard Specifications. In case of conflict with any part, or parts, of said Standard Specifications, the Supplemental Specifications shall take precedence and shall govern. The following section numbers used are in reference to those section numbers used in the SSRBC.

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

The Proposer shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States

The Proposer shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Proposer to verify that persons employed by the Proposer are eligible to work in the United States.

107.01.03 Civil Rights

The Proposer shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation

Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the project and all information secured by the Proposer from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Proposer and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.26 Indemnification

Delete the first paragraph of Article 107.26 of the SSRBC and substitute the following:

To the fullest extent permitted by law, the Firm shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Firm arising or in consequence of the performance of the Work by the Firm. The Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, attorneys and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents, employees, attorneys and volunteers due to the negligent or willful act or omission of the Firm arising in or in consequence of the performance of this work by the Firm. The Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees, attorneys and volunteers, in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. The Village, its officials, agents Firm employees, attorneys and volunteers shall have the right to select their own counsel and the right to direct their own defense.

Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, attorneys and volunteers as herein provided.

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit

- A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

107.27.3.1 General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Firm's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Firm's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Firm's insurance shall apply separately to each insured against whom claim is made of suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, attorneys and volunteers for losses arising from work performed by Firm. Compensation Limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

107.27.4 Verification of Coverage

The Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors

The Firm shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Village of River Forest, its officers, employees, agents, attorneys and volunteers shall be named as additional insured. Liability coverage is primary with respects to the additional insureds.

107.27.6 Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
FIRM – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
FIRM – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard”.

EXHIBIT D

(EXAMPLE)

ACORD™		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Fully Completed		INSURERS AFFORDING COVERAGE				NAIC #	
		INSURER A: Name of Insurance Company				Completed	
		INSURER B: Name of Insurance Company				Completed	
		INSURER C: Name of Insurance Company				Completed	
		INSURER D: Name of Insurance Company				Completed	
INSURER E: Name of Insurance Company				Completed			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED))				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO CA001				BODILY INJURY (PER PERSON)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ per request
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION \$					
C		WORKES COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DIESEASE-POLICY LIMIT	\$ 500,000
	OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of River Forest, its officials, employees, agents, attorneys and volunteers				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
				SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a subcontractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured subcontractor's work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Subcontractor and the Additional Insured.

Original Created – 1/2002

Revised – 1/2005

109.02 Scope of Payment

Add the following to Article 109.02 of the SSRBC:

109.02.1 Taxes

The Village of River Forest is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Firm for the payment of these taxes.

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

“EQUAL EMPLOYMENT OPPORTUNITY”

In the event of the Firm's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Firm may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Work, the Firm agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Work, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Firm's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Firm in its

efforts to comply with such Act and Rules and Regulations, the Firm will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Firm will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Proposer will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Firm and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the Firm's obligation under any one or more contracts is performed, undertaken or assumed."

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act (“FOIA”) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Proposer acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Proposer’s possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Proposer agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

2.4 ASSIGNMENT OF CONTRACT

No part of the work herein specified shall be assigned without the written consent of the Engineer, and in no case shall such consent relieve the Firm from the obligations herein entered into by the same or change the terms of this Agreement.

2.5 PAYMENTS

If the rate of progress is satisfactory to the Engineer, payment estimates will be submitted once a month during the progress of the Work. Once an invoice and receipt of deliverables or service has been verified, the invoice will be processed for payment in accordance with the Village payment schedule. In no case will the final payment be made until the Firm has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily completed in accordance with the requirements of the Contract.

2.6 TERMINATION OF CONTRACT

In the event of the Firm’s nonperformance, breach of the terms of the Contract, or for any other reason, including that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Firm. The Village will pay the Firm’s costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Firm will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

2.7 NOT TO EXCEED CONTRACT

The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties in the same manner by which the original contract was approved.

III. PROJECT SPECIFICATIONS

1.1 SUBMITTAL REQUIREMENTS

The Firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Contract is in place.

Please include only similar municipal project experience for proposed team members. Submittals shall be submitted in an 8½x11 format and organized according to the following list:

- a. Introduction
- b. Project Understanding
- c. Firm Qualifications and experience on related projects
- d. Project Understanding
- e. Proposed Scope of Services
- f. Proposed Schedule
- g. Project Team and Organization Chart
- h. Resume's (if needed)
- i. Project References
- j. Project Proposal Form
- k. Not-to-Exceed Fee proposal

Submit one original and one paper copies of your proposal. **Double-sided printing is encouraged when feasible.** An *additional* electronic copy (PDF) shall also be provided on CD/DVD/FLASH DRIVE.

Only those persons planned to be directly involved with this project should be included.

The Fee Proposal shall include an hourly break-down for the project elements identified in your Project Understanding and Scope of Services along with an overall, Not-to-Exceed Total Cost. Include a detailed listing of items that will be billed as direct costs such as postage, delivery service, printing, mileage, etc. Additional compensation above and beyond the not-to-exceed cost will not be considered without a significant change in project scope.

All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the VILLAGE.

The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the VILLAGE for all work involved and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished.

1.2 PERIOD OF PERFORMANCE

This project shall commence immediately upon receipt of a Notice to Proceed. It is anticipated that the Village Board will approve a Contract for this work in October, 2019.

1.3 **PROJECT DESCRIPTION**

The Village of River Forest is seeking to understand the nature of current and future demand for on-street commuter parking throughout the Village; and the best practices in managing on-street parking. The purpose of this solicitation is to evaluate the current demand and project future demand. The study must recommend well thought out strategies and actions based to meet the projected demand. Immediate issues include the challenge of enforcing parking time limits, resident only parking areas, and establishing appropriate parking fees. Including Village businesses and residents in the process will be a key to success.

1.4 **ANTICIPATED TASKS**

1. Meet with Village Staff for the following items:
 - a. Project Kick-Off
 - b. 50% Status Update
 - c. 90% Status Update
2. Review current parking restrictions throughout the Village as they relate to resident and non-resident commuter parking (including Metra, CTA, Pace, and university students);
3. Develop a strategy for calculating current and future parking inventory and demand;
4. Solicit and incorporate input from impacted Village businesses, property owners, residents and other interested stakeholders;
5. Creation of recommendations for maintaining adequate commuter parking based on existing needs that will be able to accommodate future demand;
6. Creation of cost estimates for all recommended improvements;
7. Creation of a GIS overlay (shapefile) for all proposed improvements;
8. Compilation of a Project Report to include the following:
 - a. Summary of existing conditions
 - b. Data reviewed (including existing mapping, stakeholder input, etc.)
 - c. Proposed recommendations
 - d. Estimate of probable cost for all recommended improvements

1.5 **PROPOSAL DEADLINE**

The proposal deadline is as advertised on the Title Page of this document. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Proposers with other Proposers unless otherwise required per the Freedom of Information Act.

1.6 **FEES**

The Village prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total “Not To Exceed” cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your Proposal, a list of current hourly rates and a total “Not To Exceed” cost for providing the proposed services to the Village. This “Not To Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the “Not to Exceed” cost will not be considered without a significant change in project scope.**

1.7 **FIRM SELECTION**

Firm selection will be based on the following criteria:

- a. Approach to organizing and understanding of the project
- b. Responsiveness to requirements, terms, timelines and conditions for performance
- c. Familiarity with Village policies and preferences as well as any other related/applicable requirements
- d. Capability and experience on related projects similar in scope and scale
- e. Recognition of items related to the project, including identification of elements and processes that will result in a high-quality deliverable

1.8 **CONTACT INFORMATION**

All questions concerning the project and/or submittal should be directed to:

Jeff Loster, PE
Village Engineer
Village of River Forest
400 Park Avenue
River Forest, IL 60305
Phone: 708-714-3551
Email: jloster@vrf.us

IV. PROPOSAL

(**Selected** Proposers shall insert a proposed scope of services and fee proposal here)

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term “subcontract” includes the term “purchase order” and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of RIVER FOREST hereinafter referred to as Buyer:

- A. **REPORTS**: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.

- B. **PRIOR REPORTS**: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.

- C. **CERTIFICATION OF NON SEGREGATED FACILITIES**: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Proposer certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

RETURN WITH PROPOSAL

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this ____ day of _____ 2019 by:

Firm name

By: _____

Title

(Seller)

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or proposer shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or proposer has certified to the State that the grantee or proposer will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “proposer” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The proposer/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or proposer’s workplace.
 - (2) specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee’s or proposer’s policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

**CERTIFICATION THAT PROPOSER IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and proposers to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or the proposer have been so convicted and that the bidder or proposer is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to the entering into any contract therewith.

DATE: _____

By: _____

ATTEST:

(SEAL)

RETURN WITH PROPOSAL

PROPOSER CERTIFICATION
SEXUAL HARASSMENT POLICY

_____ (“Proposer”), having submitted a proposal to the Village of River Forest,
hereby certifies that said Proposer has a written sexual harassment policy in place in full compliance with
775 ILCS 5/2-105 (A) (4).

Signed by: _____ (Corporate Seal)

Title: _____

Name & Address _____

of Proposer _____
or Vendor _____

Subscribed and sworn to before me
this _____ day of _____, 2019

Notary Public

RETURN WITH PROPOSAL

REFERENCES

1. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____

2. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____

3. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____

4. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____

5. Project Location: _____ Project Owner: _____
Project Description: _____
Owner's Representative: _____ Phone: _____
Awarded Contract Cost \$ _____ Final Project Cost \$ _____