

REQUEST FOR QUALIFICATIONS (RFQ)

Professional Consulting Services for Advanced Metering Infrastructure and Water Meter Replacement Program

The Village of Forest Park

**Issue Date:
September 24, 2024**

**Proposal Due Date:
October 22, 2024**

**The Village of Forest Park
517 Des Plaines Ave
Forest Park, Illinois 60305**

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 The Village of Forest Park is soliciting proposals from professional energy services companies and qualified firms (FIRM) for professional consulting services to assist the Village with an Advanced Metering Infrastructure (AMI) and water meter replacement program (PROJECT). Professional consulting service should include, but are not limited to, assistance and oversight of the procurement of AMI equipment, materials, installation services of those equipment and materials, as well as the roll-out of the

project to help the Village ensure the implementation of the project in a timely fashion. It is the goal of the Village to contract with a qualified team that has substantial experience in this type of work. Respondents must be able to demonstrate expertise with all aspects of AMI and water meter replacement projects and the implementation tasks of such projects. Submittals should include the firm's qualifications, project team, resumes, detailed scope of services/tasks, and recently completed AMI and water meter replacement projects the team has completed in Illinois.

- 1.2 Proposals shall be submitted in an 8.5 x 11 format. They shall be succinct and directly relevant to this project.
- 1.3 Proposal forms are due no later than 10:00am on 10/22/2024 and shall be delivered to the Village of Forest Park, Village Hall located at 517 Des Plaines Ave. Forest Park, IL 60130 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.
- 1.4 Submit one original and one paper copy of your proposal. **Double-sided printing is encouraged when feasible.** An *additional* electronic copy (PDF) shall also be provided on CD/DVD/Flash Drive.
- 1.5 Those forms located at the end of this document marked "Return with Proposal" shall be included with all Proposals.
- 1.6 All proposals shall be submitted in the format requested. Telephone, email, and fax proposals will not be accepted.
- 1.7 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, and to be familiar with all of the requirements, stipulations and provisions of 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 Proposal Documents in a written addendum and shall provide an addendum to any Proposer of record. Any and all changes to the Proposal 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 Proposal Documents shall be submitted in writing to:

Village of Forest Park
Attn. Sal Stella
Director of Public Works
Phone: (708) 366-4876
Email: sstella@forestpark.net

between the hours of 8:00 a.m. and 5:00 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 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.

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. PROJECT SPECIFICATIONS

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

1. **GENERAL**

1.1 Project Description:

The purpose of this contract is to have the professional services of an energy services company and/or an engineering firm to assist with the successful development and implementation of a turnkey AMI and water meter replacement project. The Village is seeking to retain a partner to identify and define a future facing and comprehensive set of requirements for the specified project, prepare a complete set of bid documents for AMI vendor proposals, evaluate AMI vendor offerings, make a recommendation to the Village for the best solution, and provide turnkey implementation support and oversight of the entire project.

1.2 Background:

The Village of Forest Park has a water meter replacement program that identifies water meters that are over twenty years old and replaces them on an annual basis. There are currently 3,180 water meters in the Village. Approximately 35% of these meters are digital display devices. They are all Sensus model meters and are equipped with a Radio Read Meter Transceiver Unit (MXU) which permits meter reading via radio signals. A designated Public Works vehicle will move throughout the Village to gather usage information. The MXU connected to the meter receives a wake up signal from the vehicle interrogation unit. The MXU obtains the meter's identification number and meter reading, which are transmitted back to the interrogation unit. The meter readings are then used to produce the water bills. Village staff has conducted preliminary AMI research for the Village's Water Meter System. Village staff feels that if an AMI system is in place many Villages departmental and operating section efficiencies will be realized. Staff also anticipates a higher level of customer service will be provided to residents with an AMI system in place due to the possibility of leak detection being incorporated into the system and having real time water usage available to residents.

Below please find a listing of tasks the selected consultant will be expected to provide at a minimum:

1.3 Contract Tasks:

- Review of Municipal Code and applicable Village Standard Operating Procedures to ensure these are current and appropriate for the implementation of an automated metering infrastructure project.
- Preparation of specifications and procurement documents necessary for the purchase of water meters, the purchase and/lease of any and all AMI radio network components/services, software, and meter installation services.
- Review the Village's water meter inventory data and work with appropriate Village staff to ensure its accuracy.
- Assist with selecting a metering and AMI system that will meet the goals of the Village.
- Assist in the development of quantities of meters by size for the purposes of procuring an appropriate stock of meters.
- Assist with any negotiations for the procurement of the necessary components and services (including meters, radio equipment, software) for the successful completion of the project.
- Identify customer portal option.
- Develop project schedules and deadlines.
- Develop 20-year cashflow including all anticipated project costs, operational savings and estimated potential revenue enhancements.
- Assist the Village with the development of a transition plan from the existing meter reading processes to the new AMI system.
- Coordinate the testing of the reading system and the installation of the appropriate software with all appropriate vendors and Village staff.
- Schedule and execute the installation of meters.
- Provide regular progress reports on the project.
- Prepare full Communications Plan for the project and assist in preparing regular communications for distribution through the Village's various communication channels (i.e. website, social media, email, etc.). Prepare and maintain a project website if desired by the Village.
- Ensure the successful commissioning and programming of all components of the system to ensure a working AMI system.
- Coordinate training of Village staff with the selected vendors on their respective systems.
- Review invoices from vendors and provide a recommendation to the Village for payment.
- Work with the Village and all vendors to ensure a timely project close out.

1.4

Proposal Format

Submittals shall be organized according to the following order and include all requested information:

1. Introduction and Project Understanding
2. Firm Information and Qualifications (size, location, history, resources, services etc.)
3. Project Team's Experience on AMI and water meter replacement projects in Illinois (Team organizational chart, resumes, project experience and case studies)
4. Scope of Services (Detailed tasks and preliminary project schedule for turnkey design, development and implementation of an AMI and water meter replacement project)
5. 5 Project References (only AMI and water meter replacement projects in Illinois)

2. **EVALUATION CRITERIA**

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. The evaluation weighting is shown below. Selection will be based on a combination of point scores (outlined below) and best overall value to the Agency/Buyer.

Experience (40 points)

- Company profile:
 - Name of Company and contact information
 - Location of nearest office responsible for point of contact, engineering, project management and availability of service technicians.
 - List number of years your team has been involved in the water meter business.
- Qualifications and experience of Company 's personnel with delivering AMI projects successfully
 - List ONLY individual names of Company personnel, office location and experience of team members responsible for engineering, project management *for this project*.
 - NOTE: Include only resumes of Company personnel. Do not include any resumes of partners, subcontractors, etc.
- Firm References:
 - Include project references for those projects that were completed by responding team not just specific to Company references.
 - NOTE: Do not include any references of partners, subcontractors, etc.
 - Preference will be given for local Illinois water meter project references.
 - List contact information, project value, number of meters installed, and technologies installed.

Technical Approach (30 points)

- Quality of technical approach, including methods of analysis and an understanding of water meter systems and conditions.
- Quality of approach to AMI data integration and handling.

- Quality of the audit.
- Quality of proposed training for Village staff
- Quality of proposed Village personnel staffing plan both for pre and post construction operations.

Project Management (20 points)

- Clear assignment of responsibility for various project tasks.
- Preference will be given to accredited Project Management Professional (PMP) accredited by Project Management Institute (PMI).
- Ability to effectively manage project construction and complete the project on schedule.
- Quality of approach to documenting construction conditions and post construction data QAQC.
- Quality of approach of AMI/water meter system data handling and IT integration.

Financial (10 points)

- Financial soundness and stability of the Company, including most recent Annual Report and Audited Financial Statement.

III. 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 Forest Park, acting through its authorized representatives
<u>Director</u>	The Director of Public Works, acting through its authorized representatives
<u>Proposal</u>	The qualifications and scope of services 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 Forest Park, 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				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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE		\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)		\$ 50,000
						MED EXP (Any one person)		\$ 5,000
						PERSONAL & ADV INJURY		\$ 1,000,000
						GENERAL AGGREGATE		\$ 2,000,000
						PRODUCTS-COMP/OP AGG		\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)		\$ 1,000,000
						BODILY INJURY (PER PERSON)		\$
						BODILY INJURY (PER ACCIDENT)		\$
						PROPERTY DAMAGE (PER ACCIDENT)		\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT		\$
						OTHER THAN EA ACC		\$
						AUTO ONLY: AGG		\$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE		\$ per request
						AGGREGATE		\$ per request
C		WORKES COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS		
						E.L. EACH ACCIDENT		\$ 1,000,000
						E.L. DISEASE-EA EMPLOYEE		\$ 500,000
						E.L. DIESEASE-POLICY LIMIT		\$ 500,000
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 Forest Park, 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 Forest Park 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.

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 FOREST PARK 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.

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 _____ 2024 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.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Printed Name and Title	Date
------------------------	------

Requisition/Contract/Grant ID Number

**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)

PROPOSER CERTIFICATION
SEXUAL HARASSMENT POLICY

_____ (“Proposer”), having submitted a proposal to the Village of Forest Park, 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 _____, 2024

Notary Public