

REQUEST FOR PROPOSALS (RFP) NO. 2022-1
INDUSTRIAL SUBAREA ACTION PLAN FOR THE
VILLAGE OF CALUMET PARK AND CITY OF BLUE ISLAND

The Village of Calumet Park and City of Blue Island are requesting proposals from interested consultants for an Industrial Subarea Action Plan, as described in the enclosed Request for Proposals (RFP). The Village of Calumet Park will serve as project manager for this multi-jurisdictional project.

If your team is qualified and experienced in performing the described services, the Village would appreciate receiving your submission as indicated in the RFP. The deadline for responding to the RFP is 3:00 p.m. on **April 29, 2022**.

Thank you, and if you have any questions, please call or email me.

Sincerely,

Teri Raney
Village of Calumet Park
Village Administrator
traney@calumetparkvillage.org

(708) 926-7405

Enclosure

REQUEST FOR PROPOSALS (RFP) NO. 2022-1
INDUSTRIAL SUBAREA ACTION PLAN FOR THE
VILLAGE OF CALUMET PARK AND CITY OF BLUE ISLAND

The Village of Calumet Park, serving as project manager for a multi-jurisdictional project including the City of Blue Island, invites consultants to submit proposals for the Industrial Subarea Action Plan, as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: General Information

General Information

As a result of responses to this RFP, the Village of Calumet Park, serving as project manager, plans to review submissions in consultation with project partner the City of Blue Island, and conduct interviews with selected consultants it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the consultant that the Village believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” below, it is anticipated that a contract will be awarded for the work described. The contract awarded will be for a period ending 18 months from final contract signing, with an expectation that work will be completed well in advance of that date.

SECTION 2: Scope of Project and Procurement Details

Project Background

The Village of Calumet Park and City of Blue Island seek to create a multijurisdictional Industrial Subarea Action Plan for neighboring underutilized industrial areas adjacent I-57 for shared benefits for our communities. Our joint project seeks to inventory the existing assets across a multijurisdictional industrial subarea, study the current land use potential, and determine the transportation network improvements that will act as a catalyst for sustained economic growth.

Existing uses in the study area currently utilize a network of largely unimproved, gravel or degraded-condition roads. The opportunities to more directly assist the Calumet Park portion of the study area recently were identified following analysis of study area road jurisdictions- and the existence of local jurisdiction ROW introduced the need to assess options for their improvement. Additionally, the municipalities have some external funding for design and construction of limited segments of roadways within the study area- this Action Plan should recommend how to leverage these funds and access more complete funding for all needed study area infrastructure improvements.

A coordinated action plan to understand the capital improvement needs of this industrial area, inventory assets, and identify prioritized investments to create a modern transportation network and adequate infrastructure to serve it, would dramatically improve our local economy. Generally, the study area includes the area south of 119th Street, west of I-57, north of Metra Electric Line, and east of Vincennes Avenue and Wood Street; see map included in this section under “Study Area Map” for further detail on study area boundaries.

The Action Plan will allow informed prioritization of resources to unlock the potential of this subarea, not in isolation but rather, in partnership as a common market- for local and regional benefit. The plan should clarify ownership of parcels within the study area, advise the municipalities on market demand for parcel uses, summarize key information of completed studies and environmental assessments, and inventory and prioritize the capital improvement needs to optimize study area's potential to attract development and job creation.

Other recent plans and studies

A number of partners have undertaken additional planning work relevant to the Village's Industrial Subarea Action Plan planning process.

- **Cook County plans and studies.** A number of recent plans and studies conducted by Cook County should inform the planning process, including the Connecting Cook County Long Range Transportation Plan and Cook County Freight Plan.
- **Village of Calumet Park plans.** The Village adopted its Comprehensive Plan in 2021. Additionally, the Village has completed a Pavement Management Plan in 2019.
- **City of Blue Island plans and studies.** The City adopted its most recent Comprehensive Plan in 2012. Additionally, the City completed a Pavement Management Plan in 2020.
- **Environmental studies.** Assessments of soil and potential contamination have been performed in the past for some sections of the subject areas. Inventory of these studies, to be provided by City of Blue Island and Village of Calumet Park, and review by Contractor to inform Action Plan recommendations is a priority expectation for completed Action Plan deliverable.
- **City of Chicago plans.** A very small portion of the study area abutting 119th Street is within the jurisdiction of the City of Chicago. Contractor should identify any completed City plans or policy recommendations affecting current and future use of the subject property, and along the neighboring 119th Street, to inform Action Plan strategies.

Project Description

The project will create a clear Action Plan of next steps to complete prioritized infrastructure improvements within the study area, and understand the study area's market potential to inform economic development strategies. The Action Plan will inventory the assets and necessary infrastructure improvements to optimize the area for future economic development, and establish funding strategies to complete them.

Key Topic Areas

In addition to the essential components, the new Industrial Subarea Action Plan should also include/address the following key topic areas:

- **Transportation.** Planning should include assessment of the condition transportation infrastructure within the study area, followed by facilitated discussion of needs and priorities, that results in Action Plan next steps to address prioritized improvements. Assessment and recommendations should include optimal transportation circulation, attracting new developments, and strengthening the image and appearance of this industrial area. Given the increasing presence of industrial development in the area, special attention should be made to circulation and access to current and future industrial development in the area, as well as how employees in these areas are commuting to work.
- **Infrastructure Improvement Funding Strategy.** In support of the project partners' goals to make prudent infrastructure investments in the project area that unlocks potential for the industrial area and attracts investment, the project partners seek informed recommendations on funding

strategies. Assessment of available local funding, potential to obtain and leverage external funding programs, and potential for Public Private Partnership investment to fund infrastructure improvements is a primary expectation for the completed Plan. The Village and City actively pursue external funding to complete transportation infrastructure improvements- the Action Plan will clearly describe how these existing awards may be leveraged for additional external funding of priority projects within the study area.

- **Economic development.** The Industrial Subarea Action Plan will include strategies to respond to market conditions for uses gravitating to the I-57 corridor, in addition to more general strategies to attract investment, promote workforce development, and coordinate with the State of Illinois' and Cook County's economic development initiatives.
- **Environmental Hazards.** The plan area has been assessed for environmental hazards potentially resulting from previous land uses. All known assessments should be obtained from Village of Calumet Park and City of Blue Island, and a unified understanding of environmental issues and necessary remediation projects should be established in the plan. Further, this information should be assessed in prioritizing necessary infrastructure improvements, future land use and site design, and funding strategies.
- **Stormwater Management.** The study area, and directly adjacent areas regularly experience flooding during storm events. It is possible that parcels within the study area inadequately manage stormwater, resulting in increased burden for neighboring parcels (e.g. Calumet Park's Veteran's Park) The Industrial Subarea Action Plan should include strategies to manage stormwater on site, and transition the area to better assist stormwater management efforts for the area.
- **Identity building.** In support of the goal to attract investment in the plan area, Consultant should develop recommendations for branding informed by subarea characteristics and market potential.
- **Implementation and measurable markers.** What's expected is a planning document that will serve as an easy-to-understand, practical reference guide for Village & City staff, officials, and partner organizations. The Industrial Subarea Action Plan should include realistic implementation strategies that reflect existing staff and funding capacity and sequencing needs within and across different planning topics. Plan recommendations should clearly specify near-term priority actions as well as long-term policy decisions to be taken, along with identifying implementation mechanisms and funding sources.

Scope of Services

This scope of work outlines steps to prepare an Industrial Subarea Action Plan for the Village of Calumet Park and City of Blue Island. The selected consultant will work under the direction of Village of Calumet Park, but is expected to interact frequently with representatives of City of Blue Island through a steering committee. Consultants should expect the steering committee to meet at least three times over the duration of the project.

Expected project stages, activities, and deliverables

Consultants are encouraged to produce deliverables that best fit the project itself and the particular needs of the Village of Calumet Park and City of Blue Island. Consultants should clearly identify and fully describe their proposed deliverables in their submittals, and should clearly tie these deliverables to the project activities described below.

PLEASE NOTE: Drafts of all deliverables must be provided to Village of Calumet Park, the City of Blue Island, and select partners for review at least two weeks before their release to a Steering Committee or the public.

- **Public and Stakeholder Engagement.** The consultant should include a plan for public engagement in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, updates to the steering committee, open houses, and public workshops/meetings.
- **Existing Conditions.** The consultant should propose an approach to analyze key current conditions in the subject area. While the format of the existing conditions deliverable is left up to the consultant, the existing conditions analysis should include an examination of market influences, land use and zoning, transportation, environmental conditions, natural and water resources, and infrastructure conditions, current ownership of study area parcels, as well as other elements the consultant considers necessary to prepare the Action Plan. The analysis should also include summaries of completed environmental studies of the subject area and a brief summary of recent planning activities in the area.

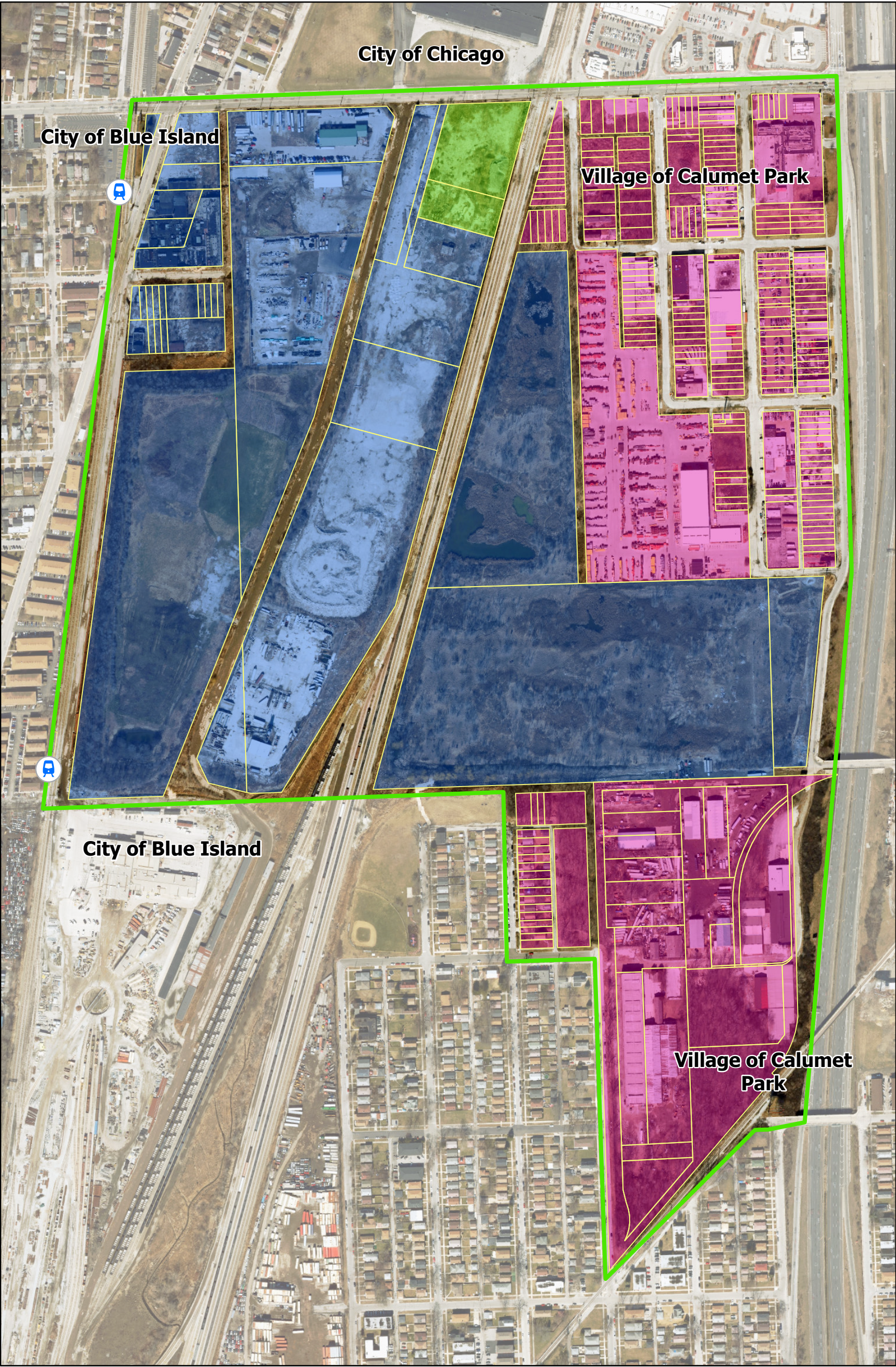
Ultimately, the existing conditions analysis should include sufficient background to justify and explain Action Plan recommendations. Consultants should specify the format of deliverables in detail and discuss the issues to be covered in the analysis of existing conditions.


- **Key Recommendations.** At approximately the midpoint of the project, before the preparation of the draft plan begins in earnest, consultants should be prepared to discuss the plan's expected recommendations. The purpose of this deliverable is to provide the Village of Calumet Park and City of Blue Island with a summary of key recommendations to vet before significant resources are spent drafting the plan. This can be done through preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to relevant Calumet Park and Blue Island staff for review and comment. If significant issues arise through the planning process, it may be appropriate to schedule a steering committee meeting to discuss these recommendations as well. Consultants should clearly specify the format of proposed deliverables for this task.
- **Draft Plan.** The consultant should work with staff from the Village of Calumet Park, City of Blue Island, and the steering committee to analyze information and data from the existing conditions research, the public engagement process, and the response to the presentation of key recommendations; these elements should be used to develop the draft plan. Consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal. Consultants are not expected to provide a full plan outline in their proposal, but should give some indication of the types of recommendations that are expected to be made regarding the topics that were identified as priorities in the Project Background and Project Description sections of this RFP. The draft plan should address implementation, including actions which should be taken in the near future to advance its recommendations. The consultant should propose an approach to establishing realistic, prioritized implementation activities that reflect the municipalities' staff and funding capacity and potential partnering opportunities. As above, consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal.
- **Final Plan.** The consultant should prepare a final plan based on comments made regarding the draft plan by Village of Calumet Park and City of Blue Island staff and officials, stakeholders, and others. The Calumet Park Board of Trustees and Blue Island City Council will review the final plan and, ultimately, formally adopt the plan. Consultants should assume that a series of meetings would be necessary, including an initial presentation to the project steering committee, an informational open house, a formal public hearing, and a presentation to the Calumet Park Board of Trustees and to the Blue Island City Council. Some of these meetings may be able to occur concurrently; it is likely that the public hearing can be held in conjunction with the presentation to the Calumet Park Village Board. Twenty (20) hard copies of the Final Plan and one (1) digital version will be required.

Study Area Map


Please see area to be included in the Industrial Subarea Action Plan indicated in the map below.

Village of Calumet Park and City of Blue Island Industrial Subarea Action Plan







Metra Station




Study Area



City of Blue Island




Village of Calumet Park




City of Chicago

N



0 500

Feet



SSMMA
SOUTH SUBURBAN MAYORS & MANAGERS ASSOCIATION

SSMMA GIS
FS 3/2/2020

Selection Process and Schedule:

April 1, 2022: RFP posted
April 13, 2022: Questions from Consultants Due
April 15, 2022: Answers to Consultants' Questions Due
April 29, 2022: Proposals due

Evaluation Criteria

All responses to this request for proposals will be analyzed for completeness and cost effectiveness. The following criteria will be used in evaluating submissions:

1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in this scope of work, including addressing the topical issues identified in the Project Background and Project Description sections.
2. Prior performance of previous Village of Calumet Park and City of Blue Island contracts will be considered. Consultants who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Consultant shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
3. The consultant's approach to preparing an Industrial Subarea Action Plan that addresses the priorities identified in the Project Background and Project Description sections.
4. The quality and relevance of the examples of similar work.
5. The consultant's integration of the principles of ON TO 2050 into the proposal.
6. Cost to Village/City, including consideration of all project costs and per-hour costs.

All timely responses received to this scope of work will be reviewed, and interviews may be conducted with selected submitters the Village of Calumet Park determines can best meet the above requirements. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal Village of Calumet Park committee will make the consultant selection decision.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held on both the scope and the cost to select the consultant Village of Calumet Park believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

CHANGE REQUESTS MADE TO PERSONNEL, TITLES, PERSONNEL HOURS, HOURLY RATES OR SUBCONTRACTORS, INCLUDING SUBCONTRACTOR PERSONNEL, PERSONNEL HOURS OR HOURLY RATES MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE VILLAGE OF CALUMET PARK VILLAGE ADMINISTRATOR. CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL WILL NOT BE REIMBURSED.

SECTION 3: Submittal Requirements

Submissions should be submitted in the order presented:

1. Identify the Consultant team that will be involved in this project. Include a narrative describing the team's combined qualifications and strengths. Clearly identify the project manager, specify the role of subcontractors and describe the team's structure for leadership, support and accountability. Each individual with time on the project should be identified, their qualifications outlined and their role defined whether they work for the lead firm or a subcontractor.

2. Provide a narrative proposal of the approach and techniques the applicant will use to complete the entire scope of services. The proposal must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables. Refer to the discussion of individual tasks in Section 2 of this RFP to identify specific components of each task that Village of Calumet Park expects to be delineated in the proposal. The discussion of each task must also be accompanied by an estimate of the cost and Consultant staffing requirements and timeline for completion for that specific task.
3. Provide at least three examples of similar work that the Consultant has completed. Specify the client, the date completed and the approximate cost of each example. Provide references for each project including the individual contact name and phone number of project managers who are willing and able to comment on the proposed project manager's ability to produce a quality professional product on time and within budget.
4. **PROPOSAL COSTS** It is the intent of the City of Rockville to enter into a contractual agreement with the selected consultant based upon the scope of services outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations. The proposal should contain the total cost of your proposed services.
 - Provide a total lump sum fee for completing the services described herein.
 - Provide an estimate of the hours and hourly rates that will be required by various levels of your staff to complete the services and all major deliverables described herein.
 - Identify all non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses.
 - No additional payment will be made for travel expenses.
 - Provide hourly rates for additional meetings with city staff beyond those provided for in the specifications.
 - Provide hourly rates for additional oral presentations beyond those provided for in the specifications.
5. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 1, the "Information to be provided by Bidder," Attachment 2, and the "DBE Information," Attachment 3.

Submission of Proposals

Proposals must be submitted to Village of Calumet Park no later than 3:00 p.m. on Friday, April 29, 2022. The proposal should consist of one (1) paper copy of all proposals as well as one (1) electronic version in PDF format on a thumb drive. Please include the Excel file with the Price Proposal Form on the same digital media. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to Village of Calumet Park in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Village of Calumet Park
Attn: VILLAGE ADMINISTRATOR
Response to RFP No. 2022-1
12409 S.Throop Street
Calumet Park, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened. Questions may be referred to Teri Raney, (708) 926-7405 or Email: traney@calumetparkvillage.org

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract Village of Calumet Park anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

Reservation of Rights

Village of Calumet Park reserves the following rights if using them will be more advantageous to Village of Calumet Park:

- 1) Withdraw this RFP at any time without prior notice
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date
- 4) Not award a contract to any submitter responding to this RFP
- 5) Award a contract without negotiations or discussions

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1) Complete Agreement.
 - a) This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between Village of Calumet Park and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
 - b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to Village of Calumet Park by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
 - c) Village of Calumet Park's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of Village of Calumet Park's right to such performance by the Contractor or to future performance of

such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to Village of Calumet Park.

- d) Village of Calumet Park assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by Village of Calumet Park are expressly stated in this Agreement.
 - e) Changes: Village of Calumet Park may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify Village of Calumet Park thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between Village of Calumet Park and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f) Changes to any portion of this Agreement shall not be binding upon Village of Calumet Park except when specifically confirmed in writing by an authorized representative of Village of Calumet Park.
 - g) Only the Executive Director of Village of Calumet Park, or designee, shall have the authority to act for and exercise any of the rights of Village of Calumet Park as set forth in this Agreement, subsequent to and in accordance with the authority granted by Village of Calumet Park's Board of Directors
 - h) For its convenience, Village of Calumet Park reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Independent Contractor. Contractor's relationship to Village of Calumet Park in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of Village of Calumet Park. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers ' compensation insurance and similar matters.
- 3) Assignment.
- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of Village of Calumet Park and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by Village of Calumet Park unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Village of Calumet Park hereto, provided, however, that claims for money due or to become due to the Contractor from Village of Calumet Park under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to Village of Calumet Park.

4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. Village of Calumet Park, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of Village of Calumet Park; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of Village of Calumet Park after written notice of the suspension or termination of any or all of Village of Calumet Park's obligations under this Agreement.

6) Method of Payment.

Project expenditures are paid directly from federal and/or state funds. Because Village of Calumet Park is responsible for obtaining reimbursement for project expenditures, it is necessary that Village of Calumet Park monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- b) Based on services performed, CONTRACTOR may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. Village of Calumet Park is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

traney@calumetparkvillage.org

All invoices shall be signed by an authorized representative of the CONTRACTOR

- c) Subject to the conditions of this Agreement, Village of Calumet Park will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by Village of Calumet Park. Invoices shall detail expenses and amount of time spent on Village of Calumet Park assignments. If an invoice is not acceptable, Village of Calumet Park shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to Village of Calumet Park no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, Village of Calumet Park shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective

date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

- d) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- e) The Contractor is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from Village of Calumet Park. Failure to pay subcontractors within thirty days may jeopardize future Village of Calumet Park contract awards.

- 7) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of Village of Calumet Park. Contractor shall immediately advise Village of Calumet Park of any such conflict of interest. Village of Calumet Park shall make the ultimate determination as to whether a conflict of interest exists.

- 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by Village of Calumet Park. Village of Calumet Park reserves the right to inspect and review, during normal working hours, the work papers of the CONTRACTOR in support of their invoices.

- 9) Access to Records.

a. The Contractor and its Subcontractor, under this Agreement shall preserve and produce upon request of the authorized representatives of Village of Calumet Park all data, records, reports, correspondence and memoranda of every description of the CONTRACTOR and its Subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

i. If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ii. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The CONTRACTOR shall include a provision in all of its subcontracts, if any, such provisions.

- 10) Subcontracts.

a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such

subcontractors, associates or contractors will be subject to the prior approval of Village of Calumet Park.

- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of Village of Calumet Park.
- 11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by Village of Calumet Park.
- 12) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, Village of Calumet Park may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, Village of Calumet Park shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. Village of Calumet Park may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.
- 13) Termination.
- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by Village of Calumet Park for its convenience (hereinafter termed "Termination for Convenience"), provided that the CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by Village of Calumet Park, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to Village of Calumet Park by reason of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by Village of Calumet Park, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination, in addition Village of Calumet Park may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to Village of Calumet Park all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, Village of Calumet Park may take over the work and prosecute the same to completion by agreement with another party otherwise.
- f. In the event the CONTRACTOR must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of Village of Calumet Park. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

14) Patents and Copyright Responsibility.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against Village of Calumet Park by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify Village of Calumet Park from all loss, damage or expense (including attorney's fees) due to defending Village of Calumet Park from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.
- d. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between Village of Calumet Park and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- e. Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of Village of Calumet Park. Village of Calumet Park shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data

and records utilized in performing research shall be available for examination by Village of Calumet Park upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of Village of Calumet Park, be appropriately arranged, indexed and delivered to Village of Calumet Park by the Contractor.

- f. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both Village of Calumet Park and the Contractor. Village of Calumet Park shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, Village of Calumet Park shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

Village of Calumet Park agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both Village of Calumet Park and the Contractor.

- 15) Publication. Village of Calumet Park shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 16) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by Village of Calumet Park. All information secured by the Contractor from Village of Calumet Park in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by Village of Calumet Park.
- 17) Reporting/Consultation. The Contractor shall consult with and keep Village of Calumet Park fully informed as to the progress of all matters covered by this Agreement.
- 18) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of Village of Calumet Park and of the Contractor. "This material was prepared in consultation with Village of Calumet Park (<http://www.calumetparkvillage.org>)"
- 19) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

- 20) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other or against a third party.

SECTION 5: Specific Provisions

- 1) Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 1 to the RFP.
- 2) Professional Liability Insurance. The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence.

Contract Amendment and Concurrence Policy

This Applies to All Primary and Subcontractors

1. A Request for Concurrence will be required for the following:
 - a. A change in a key person specified by the Village of Calumet Park Project Manager when justifying the selection of the contracted vendor.
 - b. If the Vendor Project Manager disengages from the project for more than 3-months, or reduced the number of hours working on the project by 20% or greater.
2. An Amendment and revised Price Proposal Form will be needed for the following:
 - a. Any scope change – justification will be also be required
 - b. A staff title is added to the project – justification will also be required
 - c. The transfer of cost from any line item that exceeds 10% of that line item cost of \$1,000, whichever is greater.
 - d. The addition of any subcontractor not originally listed on the Price Proposal Form. Note: Village of Calumet Park will need to seek concurrence from any third-party grantors prior to executing the amendment.

Attachment 1: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor_____

Signature_____

Name and Title_____

Date _____

Attachment 2: Bidder Information

The Bidder is required to supply the following information (if necessary, attach additional sheets for both the primary firm and any subcontractors):

Firm Name: _____ Contact Person: _____

Business Address: _____

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

DUNS No. _____ SAM Cage Code: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

Type of <u>Service/Product</u>	Date <u>Completed</u>	Name and Address <u>of Client</u>	Contact Name and <u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachment 3: DBE Information

Bidder hereby certifies that it (check one): ☐ IS ☐ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). **If “IS” is checked, attach copy of document that certifies Bidder’s status as a DBE.**

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents will be deemed unresponsive and will not be evaluated.

RFP responses without DUNS Numbers will be deemed unresponsive and will not be evaluated.

All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at www.sam.gov and register your entity. There is no fee for this registration.

**VILLAGE OF CALUMET PARK CANNOT LEGALLY ENTER INTO A CONTRACTURAL
RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.**