REQUEST FOR PROPOSALS (RFP)

Professional Environmental Services for a

Preliminary Site Investigation for Project 18-4,

2018 Alley Improvements

Issued December 12, 2017

Due January 3, 2018

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

Responses shall be returned on or before January 3, 2018 at 4:00 PM to:

Village of Oak Park
Engineering Division of the Public Works Department
Attn: RFP for Professional Environmental Services for a Preliminary Site Investigation for Project 18-4, 2018 Alley Improvements
201 South Blvd
Oak Park, IL 60302

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified Consultant for the purpose of providing professional environmental services for a Preliminary Site Investigation (PSI) for the locally funded 2018 Alley Improvements project in Oak Park. The PSI shall follow the IDOT requirements for non-state property according to chapter 20-12.05 of the Local Roads Manual IDOT BLR Manual. The project consists of removal of existing alleys and replacement with concrete alley; some of the alley locations will require storm-sewer for drainage.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Office of the Village Engineer, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302. Each Consultant shall *provide one (1) hard copies of their proposal and compensation schedule in a sealed envelope titled "RFP for Professional Environmental Services for a Preliminary Site Investigation for Project 18-4, 2018 Alley Improvements project".*

All additional questions must be submitted via email to bkutz@oak-park.us no later than 4:00 pm on December 26, 2017. Responses will be provided to the known list of RFP recipients.

Responses will be reviewed and evaluated, and all information regarding status will be kept confidential until a decision is made and a recommendation provided for approval.

Other inquiries regarding this RFP shall be directed to: Byron Kutz, Assistant Village Engineer, at bkutz@oak-park.us

B. Presentation of Request for Qualifications

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

C. Consultant Notification

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

D. Award of Agreement

An agreement or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the Village, and the Village approves of the award.

Any agreement with a selected Consultant or Consultants must be reviewed and approved by the Village Attorney. Agreements in excess of $25,000 may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Consultants are advised that Village staff, other than the Village Manager and the Director of Public Works, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

E. Taxes Not Applicable

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

F. Interpretation of the Request for Proposal Document

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

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Consultants' responsibility to obtain all addenda issued.

G. Competency of Consultant

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

H. Subletting of Contract

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

both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

I. Compliance with Applicable Laws

The Consultant will strictly comply with all Ordinances and codes of the Village of Oak Park and applicable federal and state law.

J. Term of Agreement

The initial agreement shall be on the earlier of January 11, 2018, or the last date signed by both parties, whichever is later, and shall continue for an initial (approximately) one year period until the completion of all environmental PSI work associated with the Project 18-4 , 2018 Alley Improvements projects is completed.

The Village retains the right to renew this initial agreement under the same terms and conditions upon mutual agreement with the Respondent. Renewals are to be done on a yearly basis for no more than two additional terms of approximately one year each. Price escalation will be allowed and subject to one (1) adjustment per period. The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justification must be forwarded to the Village. The annual adjustment shall be based upon 100% of the percentage of change of the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this agreement in any year. If the Respondent fails to justify the requested increase, the Village reserves the right to reject the request and cancel the balance of the agreement.

If any price reductions are announced during the agreement period, the Village shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

K. Payments

The Village shall pay the consultant on a monthly basis based on the services provided during the month. Payment to the consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. Total payments for each Phase shall not exceed the amount submitted on the Proposal Form, unless prior approval is received from the Village. Invoices shall be mailed to the Village Engineer located at the Village of Oak Park, 201 South Boulevard, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

L. Termination of Contract

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

The Village further reserves the right to terminate the whole or any part of this agreement, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the agreement or failure to make sufficient progress so as to endanger performance of this agreement in accordance with its terms. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the consultant.

M. Consultant Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Consultant to provide surveying services. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

N. Confidentiality

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

O. Insurance Requirements

The selected Consultant must purchase and maintain for the length of the agreement, the lines of insurance described in this section. All insurance coverage shall be on an

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

(a) **Commercial General Liability:**

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

ii. Limits:

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

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

(b) **Professional Liability:**

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

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

(c) **Workers' Compensation:**

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

(d) **Comprehensive Automobile Liability:**

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

ii. Limits:

Combined Single Limit $1,000,000.00

(e) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate $2,000,000.00

(f) The Village, its officers, officials, employees and agents shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees and agents.

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

P. Hold Harmless and Indemnity

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

Q. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant:

Proposals due to Engineering Division	January 3, 2018
Recommend Agreement Approval	January 4, 2018*
Service start date	January 11, 2018*
Submit final reports and deliverables	February 7, 2018
Completion date	February 7, 2018

This schedule will be adjusted if the proposal amount requires Village Board authorization.

R. Proposal Outline

Proposals are requested to cover the basic services related to Environmental Preliminary Site Investigations as described in the scope of services section. The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the consultant.

Proposals shall include the following information:

A. A brief description of the consultant's capabilities, strengths and relevant experience.
B. List other contracts awarded to consultant most comparable to the work described in the scope of services. Please provide contact name, address and telephone number. Also, provide contract costs associated with each project.
C. Any objections to any terms of the request for proposal.

T. Failure to Complete Work on Time

Should the Consultant fail to complete and deliver the work according to the tentative schedule, the Consultant shall be liable to pay the Village of Oak Park liquidated damages according to Section 108.09 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Adopted January 1, 2016. Extensions of contract time shall be according to Section 108.08 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Adopted January 1, 2016.

Section II. Scope of Services

BACKGROUND:

TrueNorth completed an abbreviated Preliminary Environmental Site Assessment (PESA) for the Project and presented the findings in a PIP (Potentially Impacted Property) Determination form for each alley. The findings identified the following alleys to have Potentially Impacted Properties (PIPs) adjoining the Project location:

	PIP	Non-PIP			
Alley ID	(LPC-663)	(LPC-662)	# borings	# samples only	Analytical
151		x		2	pH
157	x		2		1#- VOCs, SVOCs, RCRA and pH 2#- PNAs, RCRA and pH
202	x		2		PNAs, RCRA and pH
209		x		1	pH
217	x		3	1	**Alley 217** 1# pH 2# VOCs, PNAs, RCRA and pH **Alley 217-S** VOCs, PNAs, RCRA and pH
248		x		2	pH
320-S	x		3		BETX, SVOCs, RCRA and pH
324	x		3	1	**Alley 324** 1#- VOCs, PNAs, RCRA, pH 2#- pH **Alley 324-N** 1#- VOCs, PNAs, RCRA and pH 2#- VOCs, SVOCs, RCRA, and ph
347		x		2	pH
518		x		2	pH
529	x		1	1	1#- pH 2#- PNAs, RCRA and pH
541		x		2	pH
544	x		1	1	1#- pH 2#- BETX, PNAs, RCRA, pH
551		x		4	**Alley 551 & 551-S** PH
634	x		3	1	1#- pH 2#- VOCs, SVOCs, RCRA and pH 3#-4#- VOCs, SVOCs, RCRA, pH
665		x		1	pH
633		x		1	pH
636		x		1	pH
629-S	x		2		1#- BETX, PNAs, RCRA and pH 2#- PNAs, RCRA and pH
679-S	x		2		1#- VOCs, PNAs, RCRA and pH 2#- BETX, PNAs, RCRA and pH
Totals			22	23	

This table is for reference only, consultant to verify this information by reviewing the individual PIP sheets for each alley. See Alley map for locations of each alley by cross-referencing the alley ID.

Based on the findings of the abbreviated PESA, TrueNorth recommends a PSI to assess for potential impact to the Project Site from the identified PIPs which represent evidence of recognized environmental conditions (RECs).

OBJECTIVE

The objective is to complete a PSI which consists of evaluation of soil disposal evaluation options for the Project. Objective includes completing a CCDD and Uncontaminated Soils evaluation. Spoils generated as part of excavating alleys will require evaluation to determine suitability for disposal at a CCDD facility in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009. Based on the findings of the initial screening for *Potentially Impacted Properties* (PIPs) and *recognized environmental conditions* (RECs) within or adjoining the Project Location, the CCDD evaluation will be completed in accordance with protocol for *Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation (LPC 663)*.

SCOPE OF WORK

Task 1 –PSI Soil Sampling and Laboratory Analysis

Based on the identified PIPs/ RECs in the planned excavation areas, provide all labor, equipment, and materials to complete PSI and soil disposal evaluation for the Project. The scope shall include 22 soil borings submitted for laboratory analysis of contaminants of concern based on the PIPs assessed, and 23 pH samples collected and tested.

Scope of Work

- Obtain Village of Oak Park permit to drill in the right-of-way. Permit fees will be waived except business license fee.
- Locate and clear underground utilities (public and private locate).
- Collect soil samples and screen for presence of volatile organics with a photoionization detector (PID). Note evidence of contamination (i.e., odors, discoloration, staining). Describe soil samples and log observations and PID readings.
- Costs for traffic control, and patching the borings with concrete shall be included in the cost of performing 'PSI soil sampling and laboratory analysis'.
- Submit soil samples to Illinois NELAP-accredited laboratory using proper chain-of-custody procedures. Laboratory sample analyses is be performed in accordance with EPA SW 846 methods with standard 5-7 day turnaround time.
- Soil samples shall be analyzed for a combination of the following analytical parameters:
    - VOCs, SVOCs, PNAs, BTEX, RCRA Metals, Pesticides and PCBs, and pH. Additional TCLP analysis shall be performed as warranted on metals and included in the proposed costs. See PIP sheets for information specific to each alley.
- Collect contingency sample for Subtitle D landfill waste characterization analysis and complete waste disposal facility profiling, if needed based on the results of the initial sampling. The waste characterization sample and profiling is to be completed only if sample results indicate the soil is not certifiable as CCDD or there is evidence of contamination.

Task 2 – PSI Report and CCDD/Uncontaminated Soil Certification Evaluation

Prepare a PSI report to document the findings of the investigation. The report is to include narrative of field investigation, boring logs, figures with sample locations, data tables and laboratory analytical reports, and estimate of the quantity of impacted soil. Based on the findings of **Task 1**, a CCDD/ uncontaminated soil evaluation certification will be completed based on LPC-663. If the laboratory results meet the criteria for CCDD or Uncontaminated Soil Fill placement, the LPC-663 form will be prepared and signed by an Illinois Licensed P.E. or P.G. LPC 662 and 663 forms will be completed by the consultant per alley or per alley segment as required.

Task 3 – Waste Characterization and Landfill Permitting

If assessed soils do not meet the criteria for CCDD certification, landfill waste acceptance paperwork will be prepared. Costs for the waste characterization sample and landfill permitting are included per each sample based on an estimated number of samples that may require waste characterization. The waste characterization sample and profiling is to be completed only if sample results indicate the soil is not certifiable as CCDD or there is evidence of contamination.

SCHEDULE

Include schedule to complete field work, reporting, waste characterization and landfill permitting.

REFERENCE MATERIALS

Please download the reference materials from the dropbox links below.

- Alleys without proposed storm-sewer are Alleys: 157, 347, 320-S, 679-S, 665, 629-S, and alley 634-S.
- A copy of the Alley ID map, PIP summary table, and PIP results for each alley: https://www.dropbox.com/sh/iygwax8ugzpujol/AAABymrpYQM5-QqZcpmrD_7Qa?dl=0

Section III. Compensation Estimate Schedule

Please complete all forms and submit the information requested on the following pages and submit one (1) hard copy of the compensation schedule along with the proposal. The Compensation schedule shall include the total price and signature below.

The compensation schedule shall identify the Consultant's estimated price to complete the scope of services as specified in Section II, "Scope of Services," of this call for proposals according to the table below.

Task 1: PSI Soil Sampling and Laboratory Analysis (L Sum)	$_____
Task 2: PSI Report and CCDD/Uncontaminated Soil Certification (L Sum)	$_____
Task 3: Cost per sample Waste Characterization and Landfill Permitting	$_____
Estimated number of waste characterization samples (11)	
SUBTOTAL Waste Characterization and Landfill Permitting	$_____
Total Estimated Cost Not to Exceed	$_____

The undersigned proposes to perform the work as specified in Section II, "Scope of Services," of this call for proposals.

Proposal Signature: _____

State of _____)

County of _____)

_____,

(Type Name of Signee)

being first duly sworn on oath deposes and says that the Vendor on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Vendor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Contract.

Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

A. Responsiveness to RFP

The Village will consider all the material submitted to determine whether the Consultant's offering is in compliance with this RFP.

B. Ability to Perform Current and Projected Required Services

The Village will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.

C. Experience and Relevant Knowledge

The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.

D. References

The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

E. Cost Proposal

The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.

F. Optional Interviews and/or Site Visits

The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.

RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: _____
State of _____)
County of _____)
_____,
TYPE NAME OF SIGNEE

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

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

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

Dated _____

_____
Organization Name

(Seal - If Corporation)

By _____
Authorized Signature

_____
Address

_____
Telephone

Subscribed and sworn to before me this _____ day of _____, 2018.

_____
In the state of _____. Notary Public

My Commission Expires: _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of
_____
and is organized and existing under the laws of the State of
_____.

The full names of its Officers are:

President _____
Secretary _____
Treasurer _____

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

(b) Partnership

Name, signature, and addresses of all Partner

_____
_____
_____
_____

The partnership does business under the legal name of _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.
If the Respondent is operating under a trade name said trade name is _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

Signed _____
Sole Proprietor

Attachment I. RESPONDENT CERTIFICATION

_____, as part of its bid on a contract for
(name of Respondent)

Professional Environmental Services for a Preliminary Site Investigation for Project 18-4, 2018 Alley Improvements project to the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By:_____
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this ___ day
of _____, 2018.

_____
(Notary Public)

Attachment II. **TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn, deposes and says:

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

_____.
(bidder selected)

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

_____
By:
Its:

_____
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this _____ day of _____, 2018.

_____
Notary Public's Signature - Notary Public Seal -

Minority Business and Women Business Enterprises Requirements

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

Reporting Requirements

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

Attachment III. ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

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

President_____

Secretary_____

Treasurer_____

Registered Agent Name and Address: _____

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

B. Sole Proprietor:
The Consultant is a Sole Proprietor. If the Consultant does business under an Assumed Name, the

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

C. Partnership:
The Consultant is a Partnership which operates under the name _____

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

_____ _____

_____ _____

Signature Signature

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

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

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

description of the affiliation: _____

_____

Signature of Owner

Attachment IV. Compliance Affidavit

I, _____being first duly sworn on oath depose and state as follows:

(Print Name)

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

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

Signature:_____ Printed Name_____

Name of Business:_____ Your Title: _____

Business Address:_____

(Number, Street, Suite #) (City, State & Zip)

Telephone:_____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2018.

_____

Notary Public

M/W/DBE STATUS AND EEO REPORT

1. Consultant Name:_____

2. Check here if your firm is:

   ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)

   ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)

   ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)

   ☐ None of the above

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

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

   _____ Number of full-time employees

   _____ Number of part-time employees

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

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

Signature: _____

Date: _____

EEO REPORT

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

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

Consultant Name_____
Total Employees_____

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

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

_____, being first duly sworn, deposes and says that he/she is the_____
(Name of Person Making Affidavit) *(Title or Officer)*
of _____and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2018.

_____ _____
(Signature) *(Date)*

Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Project Name: Professional Environmental Services for a Preliminary Site Investigation for Project 18-4, 2018 Alley Improvements

Date Issued: December 12, 2017

Comments: