



REQUEST FOR PROPOSALS (RFP)

**Professional Environmental Services for Building Demolition 700 Madison St-
Environmental Oversight during Demolition**

Issued September 7, 2018

Due September 21 by 12:00 pm



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 September 21, 2018 at 12:00 PM to:

Village of Oak Park
Engineering Division of the Public Works Department
Attn: RFP for Professional Environmental Services for Building Demolition 700 Madison St-
Environmental Oversight during Demolition
201 South Blvd
Oak Park, IL 60302

This page is intentionally blank

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 environmental oversight during demolition activities for this property owned by the Village of Oak Park located at 700 Madison Street. This proposal shall consist of:

- Environmental oversight during demolition activities:
 - o Consultant shall oversee excavation and spoils management during demolition
 - o Underground Tank removal oversight, testing, and reporting
 - o Consultant shall complete all necessary post-abatement air-clearance test(s) at the conclusion of asbestos abatement activities
 - o Daily asbestos project-management and monitoring (inclusion at Village's discretion at time of contract execution)

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 Building Demolition 700 Madison- Environmental Oversight during Demolition."*

All additional questions must be submitted via email to bkutz@oak-park.us no later than September 14, 2018 at noon. 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 to the Village Board 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 October 15, 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 oversight and reporting associated with the demolition at 700 Madison Street.

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, and surveying services for the establishment of vertical and horizontal control monuments project:

Proposals due to Engineering Division by noon	Sep 21, 2018
Proposals reviewed	Sep 21-24, 2018
Recommend Agreement Approval	Sep 24, 2018
Agreement award by staff (if within spending authority)	Sep 28, 2018
Agreement presented to Board for Approval (if required)	Oct 15, 2018
Service start date (approximately)	Oct 16, 2018

R. Proposal Outline

Proposals are requested to cover the basic services related to Environmental Site Assessments and Asbestos Surveys 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.
- D. 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

The Village of Oak Park is seeking an environmental consultant to complete professional environmental services during the demolition activities of the property owned by the Village of Oak Park located at 700 Madison St. The work consists of Phase III environmental oversight in which the consultant shall oversee excavation and spoils management during demolition, UST tank removal oversight-testing-reporting, complete all necessary post-abatement air-clearance test(s) at the conclusion of asbestos abatement activities, as well as provide costs for daily asbestos project management and monitoring (inclusion at VOP discretion at time of contract execution).

All references referred to in this RFP can be found at the following drop-box link:
https://www.dropbox.com/sh/ltvs75asfls4dc3/AAAwR8W13_gqduhfJooc29-ta?dl=0

The Village of Oak Park has solicited bids from demolition contractors for the asbestos abatement and demolition of the property, the low-bidder is being recommended to the board for approval at the October 1st, 2018 meeting. The Village is the owner of the property; ownership deeds can be found on the RFP drop-box. The construction contract (bids received September 13th) is for asbestos abatement and disposal, UST tank removal, demolition of the building, utility disconnections, foundation removal, placement of aggregate and site grading of building footprint, fence removal, miscellaneous site-work at the completion of demolition, and all other activities outlined in the construction RFP (which is provided in the RFP drop-box). The 700 Madison St parking lot is to remain and is available to the Contractor and Environmental consultant for staging and parking. Pending board approval on October 1st and the required contractor permits thereafter, asbestos will begin sometime mid or late October with building demolition following.

Property Background:

The Property consists of a total area of approximately 0.28 acres of land. with a one-story, approximately 5,939 square-foot commercial building most recently occupied by a vehicle maintenance shop. The site was previously identified as a Resource Conservation and Recovery Act (RCRA) small-quantity generator of hazardous waste. The parcel has been unoccupied over a year. Please see the attached findings of the Phase I Environmental Site Assessment (ESA) dated July 21, 2004 for information regarding recognized environmental conditions identified in association with the Property.

Scope of Services: Environmental oversight during demolition work

The current building on the Property is anticipated to be demolished in preparation of redevelopment of the Property. The anticipated demolition activities will involve the removal of existing building footings and appurtenances, UST tank removal, water and sewer disconnections, all of which will require the off-site disposal of excavated soil from select locations on the Property.

Excavation oversight and spoils management.

The Consultant shall provide on-site oversight during all demolition activities that involve

excavation of existing soils including, but not limited to, foundation and footing removals, and disconnection and removals of existing underground water and sewer services in order to classify soils for disposal. The demolition activities described above are assumed to take approximately 10 working days and can be seen on the references of the Building Demolition RFP document.

The Consultant shall obtain soil samples during excavation activities in order to classify soils for disposal either as CCDD or non-special waste. The Consultant shall analyze soils being exposed during excavations with a PID. The Consultant shall sample and test soils for CCDD disposal requirements if soils do not exhibit indications of any contamination which would make them ineligible for being considered as CCDD in their professional opinion based on available data including visual, olfactory, PID, and ESA data. The Consultant shall obtain an additional sample at each sampling location to hold in reserve for testing and disposal as non-special waste. If evidence indicates soils will not meet CCDD requirements, the Consultant shall only sample and test for generating a waste profile for disposal as non-special waste and generate waste profiles for submittal to receiving facilities. Hazardous waste is not anticipated under this contract and should hazardous waste be encountered any necessary sampling, testing, disposal coordination, and reporting shall be paid for separately.

Analytical results will be compared to the Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material at Regulated Fill Operations (MACs) listed in 35 IAC 1000¹. Soil designated as a USF can be placed at a permitted CCDD or Uncontaminated Soil Fill Operation (USFO) facility. As needed, the soil samples shall be analyzed for contaminants of concern such as the Target Analyte List, and soil pH which shall be included in the cost. If the samples do not meet the MACs, one of the samples shall be analyzed for waste characterization parameters consistent with that required by local Subtitle D landfills. All forms, approvals, profiles and other documentation required for non-special waste disposal shall be prepared by the Environmental Consultant.

The Consultant shall prepare, sign, and stamp LPC 663 forms and prepare appropriate forms for disposal of soils as non-special waste with a site chosen by the contractor. The Consultant shall track disposal tickets for non-special waste and measure areas, depths, and locations of all excavation areas and prepare sketches on the existing survey plats with dimensions showing excavation locations. The Consultant shall also take photos of excavation trenches and include a photo log referencing locations of photos or sketches of the excavation areas. On the demolition contract the Village estimated approximately 50 tons of CCDD and 150 tons of nonspecial waste for disposal.

It is anticipated the demolition contractor will be required to stockpile soils on-site until sampling results and disposal certifications are obtained. The Consultant shall provide direction on behalf of the Village to the demolition contractor on any environmental stockpiling requirements or for separating soils for stockpiling based on stockpiles assumed to be treated as CCDD and stockpiles for soils considered to be non-special waste and further differentiated, if needed, as well for the removal of the UST tank.

¹ Title 35, Illinois Administrative Code, Part 1000.

While onsite, the Environmental consultant shall also serve as a liaison between the Contractor and the Village. This consists of keeping the Village updated with progress related to environmental activities, as well as the progress of the demolition and various site-activities, while onsite for environmental activities. The Village will have an Engineer available to meet onsite on a daily basis as required in order to coordinate with the Contractor and to collect field measurements related to the demolition, utility disconnections, and other site items.

The Consultant shall submit a final report of all oversight and sampling performed during the demolition activities. Consultant shall provide one draft copy of the report for review and comment. The consultant shall provide a pdf of all final reports, and 3 bound hard-copies of all final documents.

UST Tank Removal Oversight, Testing, and Reporting.

While preparing the construction documents to solicit for a demolition contractor, the Village noticed vents on the northwest part of the parking lot which suggest the presence of an underground tank(s). The underground storage tank(s) (UST) are located in the North West corner of the parking lot adjacent to the Car-X. The UST(s) are believed to be less than a total of 550 gallons. The contents of the UST(s) are unknown. The demolition contractor is responsible for the removal and disposal of the tank(s), the contractor shall pump out and dispose of the UST contents in accordance with all local, state, and federal requirements. The contractor is required to contact the State Fire Marshall and coordinate for the Marshall to be onsite during all UST removal activities. Sampling and testing services shall be performed by the consultant in order for the contractor to dispose of the spoils, the soil excavations were assumed and bid out as non-special waste. All forms, approvals, profiles and other documentation required for non-special waste disposal should be prepared by the Environmental Consultant. Additional environmental oversight required for a leaking UST environmental remediation situation will be paid according to Article 109.03 of the IDOT Standard Specification for Road and Bridge Construction. A GPR scan has not been performed on the tank(s). All staff shall have 40-hour HAZMAT training and HAZWOPER and Right to Know Training.

Post-abatement air clearance.

In regards to asbestos abatement, the Environmental consultant shall complete all necessary post-abatement air-clearance test(s) at the conclusion of asbestos abatement activities and prior to demolition activities. This air clearance test(s) shall be performed by an Asbestos Project Manager/Air Sampling Professional (AM/ASP) with an active license by the Illinois Department of Health. The air-clearance test is required prior to any demolition activities are allowed to begin, this work shall be scheduled with the Contractor to immediately follow the completion of the abatement. Air monitoring collection media and procedures shall be in accordance with NIOSH Method 7400. Air clearance samples shall be analyzed via Phase Contrast Microscopy by a laboratory proficient by the American Industrial Hygiene Association (AIHA) Proficiency Analytical Test (Pat) program or by an analyst considered proficient by the American Industrial Hygiene Association's (AIHA) Asbestos Analysts Registry (AAR) program. At the completion, the consultant shall provide a pdf of all final reports.

Daily asbestos project management and monitoring.

Also, the Village is requesting a cost for daily asbestos project-management to ensure that all asbestos project activities are conducted in accordance with the requirements and specifications, and contract documents. For this work, the PM/ASP shall be onsite whenever asbestos project activities are taking place, collect required notices, licenses and submittals from the abatement contractor, and compile a daily log of abatement activities. This daily management is at the discretion of the Village and may be removed from the Scope at any time. Asbestos abatement is estimated at 5 days total.

Upon completion of abatement and the post-abatement air clearance tests, submit to the owner a final report including abatement contractor submittals, daily logs, air sampling results, certifications, and waste manifests.

The Asbestos Containing Material report was completed September 6, 2018 and can be found in the RFP Drop-box; which was provided to the contractors during bidding as addendum 1.

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.

The proposal shall include hourly/daily rates and breakdown of all work, with the total cost of all work summarized per task plus costs for all related and potential lab analysis.

Environmental Oversight during Demolition

Oversee excavation and spoils management (daily rate)	\$ _____
SUBTOTAL (daily rate x 10)	\$ _____
Cost per CCDD sample & analysis	\$ _____
Estimated number of CCDD samples	_____
SUBTOTAL CCDD sampling & analysis	\$ _____
Cost per sample and analysis for waste characterization	\$ _____
Estimated number of waste characterization samples	_____
SUBTOTAL waste characterization sampling & analysis	\$ _____
UST Tank Removal Oversight, Testing, and Reporting (L Sum)	\$ _____
Post-abatement air-clearance tests (unit cost)	\$ _____
SUBTOTAL (unit cost x 1)	\$ _____
<i>Daily asbestos project-management and monitoring (daily rate)</i>	\$ _____
<i>SUBTOTAL (daily rate x 5)</i>	\$ _____
<i>Final report of daily asbestos project management and monitoring (L Sum)</i>	\$ _____
Total Estimated Cost Not to Exceed (without daily asbestos project management and monitoring, and report)	\$ _____
Total Estimated Cost Not to Exceed (with daily asbestos project management and monitoring, and report)	\$ _____

ADDENDUMS RECEIVED: _____

The total estimated cost above is not to exceed, during the project the consultant will be paid for actual hours worked, providing an itemized invoice using the hourly and daily rates referenced above.

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 providing professional environmental services for phase III environmental oversight for 932-46 and 970 Madison Street Demolition 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 affiliates³ 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.

³ 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,

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.

- 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.

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 Building Demolition 700Madison St.-
 Environmental Oversight during Demolition

Date Issued: September 7, 2018

Comments: