



## **REQUEST FOR PROPOSALS (RFP) #20-123**

### **Professional Mechanical Engineering Services for The Village of Oak Park Police Department Firing Range Ventilation Improvements Project**

Issued: February 26<sup>th</sup>, 2020

Due: March 17<sup>th</sup>, 2020

The Village of Oak Park (“the Village”) is seeking proposals from qualified mechanical engineering firms to design improvements to the existing ventilation / HVAC system in the Police Department indoor firing range in the lower level of Village Hall, located at 123 Madison St., Oak Park, IL 60302.

Proposals are due on or before Tuesday, March 17<sup>th</sup>, 2020 at 10:00 AM to:

Village of Oak Park Public Works Department  
Attn: Vic Sabaliauskas, Building Maintenance Superintendent  
RFP for Professional Mechanical Engineering Services for the Village of Oak Park Police  
Department Firing Range Ventilation Improvements Project (“Project”).

There will be a pre-bid meeting on Thursday, March 5<sup>th</sup> at 9:00 AM in the Police Dept. main lobby in the lower level of Village Hall located at 123 Madison St., Oak Park, IL.

## **Section I. General Requirements**

### **A. Introduction and Mandatory Terms**

The Village requests the services of a qualified mechanical engineering firm for the purpose of providing professional mechanical engineering services for the Police Dept. indoor firing range in the lower level of Village Hall.

The Village will receive responses Monday through Friday, 8:30 A.M. to 4:00 P.M. at the Public Works Department, Office of the Building Maintenance Superintendent, Village of Oak Park, 201 South Blvd, Oak Park, Illinois, 60302, until 10:00 AM local time, Tuesday, March 17<sup>th</sup>, 2020. Each Consultant shall provide three (3) hard copies of their proposal in a sealed envelope titled "RFP for Professional Mechanical Engineering Services for the Village of Oak Park Police Department Firing Range Ventilation Improvements Project". Include project manager's email address on the proposal.

Consultants shall provide an email to [vics@oak-park.us](mailto:vics@oak-park.us) indicating they are considering submitting a proposal for this work and requesting to be added to the list of registered plan holders for this RFP so that the Village can distribute any addendum or clarifications via email to the known list of RFP recipients.

All questions must be submitted via email to [vics@oak-park.us](mailto:vics@oak-park.us) no later than March 9<sup>th</sup>, 2020 by 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.

### **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 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, 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 April 6<sup>th</sup>, 2020, or the last date signed by both parties, and shall continue until the completion of all work associated with the Project.

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 (if applicable) 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's Building Maintenance Superintendent located at the Village of Oak Park Public Works Center, 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 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 31<sup>st</sup> 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 engineering 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 employees 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
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(e) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(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(s), for construction engineering services for the Green Alley Improvement Project:

Proposals Issued	Feb 26, 2020
Questions due by	Mar 3, 2020
Proposals due	Mar 17, 2020
Consultant Interviews	Mar 19, 2020
Recommend Agreement Approval	Mar 20, 2020
Village Board Mtg. for Agreement Approval	April 6, 2020
Start Services	April 7, 2020
Design Documents submitted to VOP	April 24, 2020
VOP issues RFP for construction	April 29, 2020
Construction	Approx. June 22- July 15, 2020
Project Closeout	August 15, 2020

**R. Proposal Outline**

Proposals are requested to cover the basic services related to designing a ventilation / HVAC system for indoor firing ranges in accordance with the standards set forth by the entities listed in Section II, Scope of Services of this RFP, and as described in the Basis of Design in Section II, Scope of Services. 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:

- 1) A brief description of the consultant's capabilities, strengths and relevant experience for designing mechanical systems for firing ranges.
- 2) A team organization chart indicating the staff and their areas of involvement stemming from the project engineer to each team member, if applicable. The Consultant shall describe the anticipated responsibilities of the Resident Engineer(s) and inspector(s) on the project.
- 3) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project. Include the percentage of hours per week that each staff member will dedicate to this project. Provide email addresses of all staff on organizational chart.
- 4) 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 cost and cost of Engineering associated with each project.

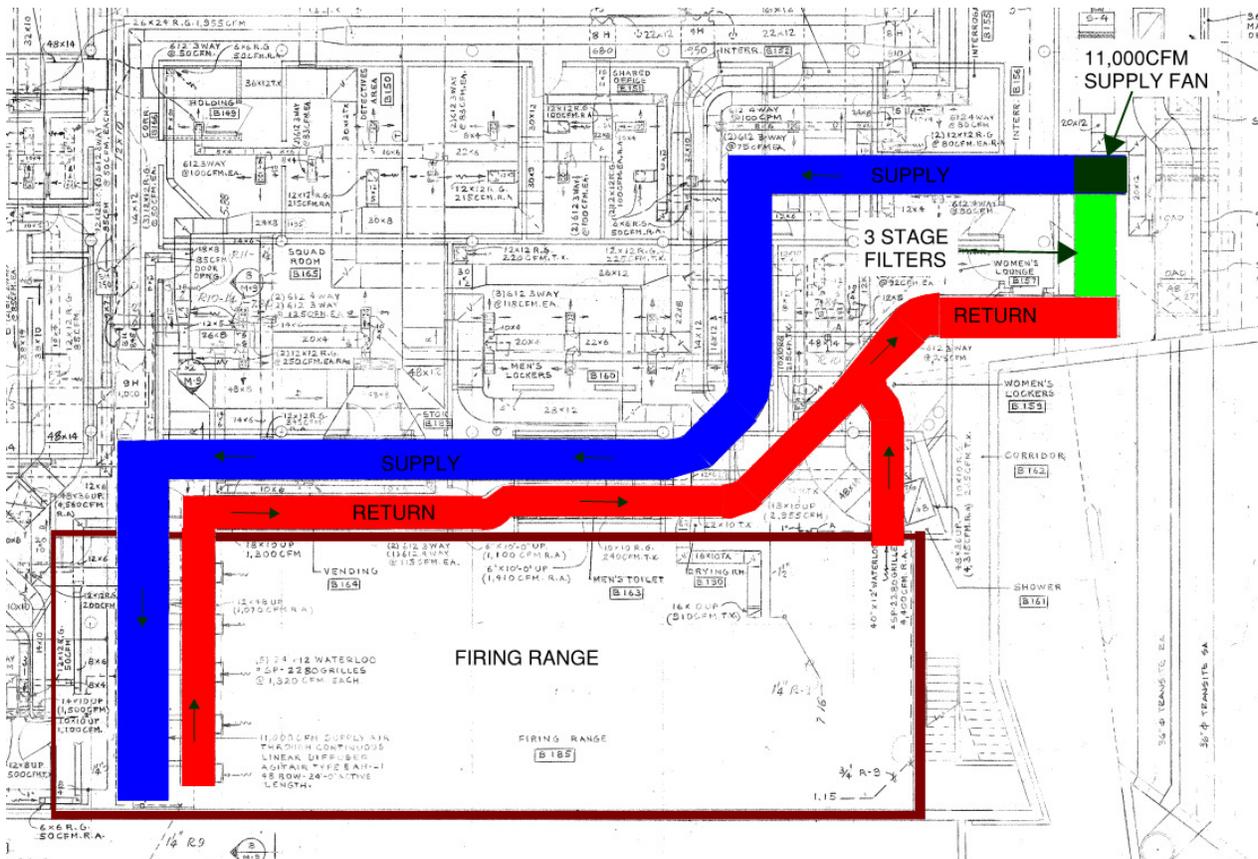
- 5) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement, except where prevented by circumstances beyond the control of the consultant.
- 6) A schedule of hourly salary rates for each job classification and any overhead factors.
- 7) Any objections to any terms of the request for proposal.
- 8) A detailed summary of the Consultant's Project Understanding and Approach for the scope of work which shall include, tasks performed by the Consultant, tasks performed by the Village, etc.
- 9) A detailed cost proposal for the scope of work, including all direct and indirect costs. The Consultant shall submit a summary of the tasks along with estimates of how many hours and cost they propose will be required to complete each activity.
- 10) A summary of the Consultant's understanding of the communication and outreach required in Oak Park and examples from similar projects.

## Section II. Scope of Services

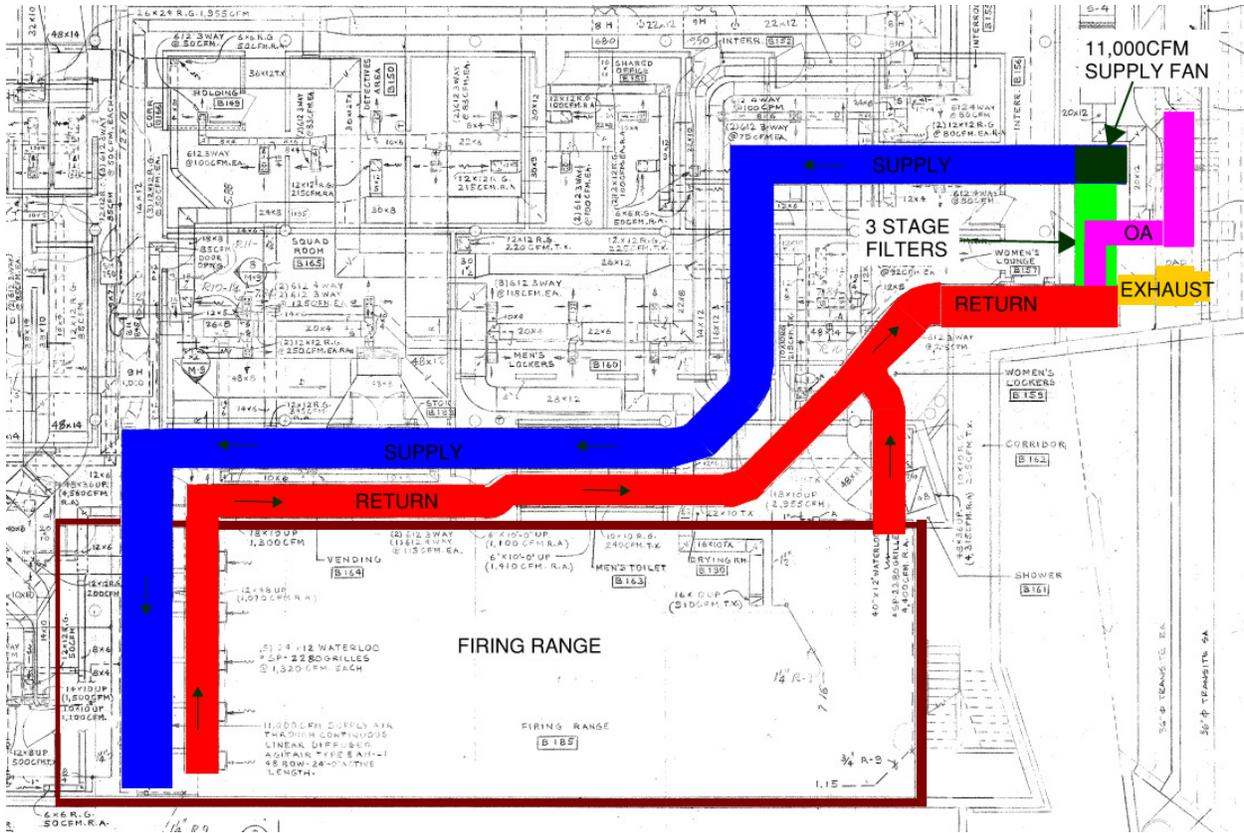
### Project Background and Basis of Design

The Village of Oak Park is seeking proposals from mechanical engineering firms to design an upgraded ventilation system for the Police Department firing range in the lower level of Village Hall, based on the recommendations listed below, to replace the existing ventilation system.

The existing ventilation system was originally designed for 100% recirculation with 3 stages of filters. The range width is 26 feet and the height at the firing line is 8 feet.



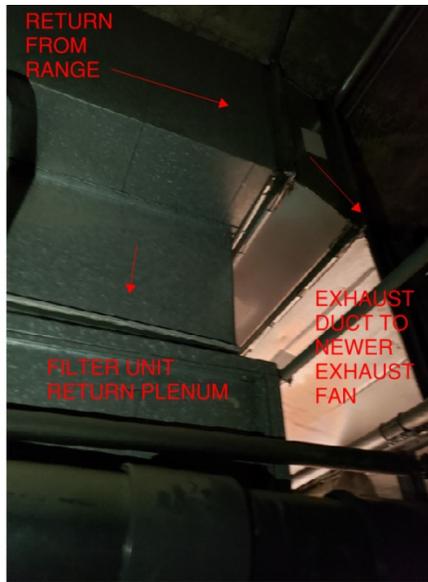
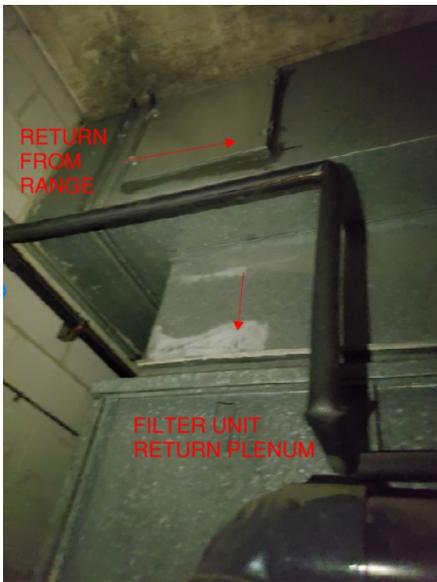
In 2015 the existing ventilation system had been modified to bring 100% outside air into the range. Then, in early 2019, a small arms range ventilation company was retained by the Village to survey the existing indoor ventilation system and determine whether the system can be further modified to allow safe operation of the indoor firing range.



The existing recirculation fan is rated for 11,000cfm and is located on the clean side of the filters. Based on the width and height at the firing line, this airflow can only produce 52fpm+/- . The system supplies air along the rear wall behind the shooters through standard HVAC supply grilles.



The system returns 6,600cfm directly in front of the shooters and another 4,400cfm at the bullet trap. The newer exhaust fan is rated for 11,000cfm and pulls from the intake plenum before the filters.



**Range Ventilation Standards:**

The mechanical systems for a small arms range should be designed to maintain a laminar or even air flow at the shooters respiratory zone throughout all firing lines. The design should provide this air flow with a lack of turbulence at all of the shooting positions. There are three primary considerations for the design of small arms ranges:

1. The primary purpose for the ventilation of an indoor firing range is to remove harmful contaminants from the respiratory zone of the occupants during the firing of a

weapon. Exploding primers containing lead styphnate and friction from the lead slug against the gun barrel create airborne lead. There is also carbon monoxide as well as other contaminants created during the firing of a weapon.

2. The second standard for properly designing and installing a range ventilation and control system is to keep the range at a negative pressure to the surrounding building space. Contaminates created on a small arms range need to be contained within the range space. This would prevent the ingestion of contaminants and keep surfaces in non-range spaces of the building free of contaminants.
3. The final standard is to remove the smoke from the range for properly seeing the targets.

The standards followed and required are summarized below:

NIOSH (National Institute of Occupational Safety and Health) has set the standard for range design. The suggested design criteria has been found to consistently produce conditions that keep exposure in the respiratory zone below the allowable limits for lead exposure.

The following is a summary of the IMC 2009, EPA, NIOSH and OSHA standards as they apply to small arms range ventilation:

IMC 2009 502.19 Indoor Firing Range:

Ventilation shall be provided in an approved manner in areas utilized as indoor firing ranges. Ventilation shall be designed to protect employees and the public in accordance with OSHA 29 CFR 1910.1025 where applicable.

EPA:

TITLE 40 – PROTECTION OF ENVIRONMENT CHAPTER I - - ENVIRONMENTAL PROTECTION AGENCY PART 50 - - NATIONAL PRIMARY AND SECONDARY AMBIENT AIR QUALITY STANDARDS - - Table of Contents Sec. 50.12 National primary and secondary ambient air quality standards for lead. National primary and secondary ambient air quality standards for lead and its compounds, measured as elemental lead by a reference method based on appendix G to this part, or by an equivalent method, are: 1.5 micrograms per cubic meter, maximum arithmetic mean averaged over a calendar quarter. (Secs. 109, 301(a) Clean Air Act as amended (42 U.S.C. 7409, 7601(a))). On November 12<sup>th</sup>, 2008, the EPA issued a final rule that revised the NAAQS for lead and associated ambient air lead monitoring requirements strengthening the requirement to 0.15 micrograms of lead per cubic meter as total suspended particles measured as a three-month rolling average. (73 FR 66964, codified at 40 CFR part 58).

NIOSH and OSHA:

Established by NIOSH, the performance intent for firing range ventilation systems shall meet all the requirements outlined as recommendations and design considerations in HEW publication no. (NIOSH) 76-130, dated December 1975, entitled “Lead Exposure Design Considerations for Indoor Firing Ranges”. This design standard prefers an air flow velocity of 75 feet per minute average on the empty range. This design has consistently provided for

the compliance within the established Federal standards for airborne inorganic lead concentration limits. When properly executed, lead concentrations are consistently maintained below the action level of 30 micrograms per cubic meter (30ug/m<sup>3</sup>) in an area where the limit shall not exceed 50 micrograms of lead per cubic meter (50ug/m<sup>3</sup>) of air over a time weighted average of eight hours as measured at the respiration zone of the shooters and the range officer when firing from the firing booths per OSHA 29 CFR. 1910.1025 and 1926.62.

NIOSH Recommendations:

Optimum supply velocity at the firing line should be 75fpm. The minimum velocity must be 50fpm.

Supply airflow should be distributed evenly across the firing line.

The firing line should be a minimum of 15 feet from the rear wall behind the shooters.

The exhaust system should maintain a negative pressure in the range space relative to the surrounding rooms to keep all contaminants inside the range.

#### **Analysis of Existing Range and Ventilation System:**

The current system design is rated below NIOSH suggested average of 75fpm.

The current filters and fans cannot handle additional airflow.

Currently, the supply air flow is being supplied by standard supply grilles. Standard supply grilles lead to jets of concentrated air. The grilles should be replaced with diffusers.

Currently, the firing line is less than 15 feet from the rear wall behind the shooters. It is not feasible to achieve even airflow in less than 10 feet with a properly designed and installed range ventilation system.

Currently, the range ventilation system does not maintain a negative pressure in the range space.

The existing exhaust fan is pulling air from the main return duct prior to the air being filtered.

The range system is currently setup with return air duct pulling from above the safety ceiling. This causes turbulence at the firing line. Typically, "mid-range" return is located mid-range. Either the duct should be moved to mid-range or all air should be exhausted at the trap. The trap exhaust duct is not large enough to handle the full volume of return air. If tactical training is done in the range, all return air must be pulled from the trap.

There is a large variety of base building plumbing and HVAC duct running through the range space. All penetrations need to be sealed air tight. The range envelope must be sealed to maintain a negative pressure.

## Recommendations:

The current range ventilation system is inadequate and will need to be replaced to provide proper ventilation in the firing range. The controls system should be updated to maintain negative pressure in the range space, monitor range operating conditions and automatically shut down if range conditions become unsafe.

The recommended ventilation design is

- Design velocity = 75fpm
- Design supply air flow = 15,600cfm
- Design return airflow = 17,160cfm
- Recommended outside airflow = 3,00cfm (25% of supply)
- Design exhaust airflow = 5,460cfm

It is recommended to move the firing line down-range by adding ballistic baffles and creating a second firing line closer to the bullet trap. The majority of firing can take place at the second firing line where airflow would be laminar, or even, and qualifying shooting at the 25yd line where the airflow is currently turbulent can be limited as an engineering control.

Reports of previous air flow studies would be made available to the successful bidder.

## Scope of Services (continued)

### Engineering:

1. Full-time project oversight is not expected to be necessary, however, when/if requested by the Village, provide project oversight by a resident engineer (RE) and full-time construction inspection with an inspector. Field staff assigned to project shall be capable of effectively communicating with the stakeholders affected by the project, and are able to effectively communicate with the Contractor to protect the interests of the Village. Provide a description of the anticipated oversight by the inspector and role of the RE for this project (part time vs. full time, mix of part time/full time, etc. by showing percentage of weekly hours in the organizational chart each staff member will dedicate to this project).
2. Construction Observation:
  - a. Provide 24-hour emergency contact information, provide contact person and phone number to respond to Police Dept. inquiries and complaints. Inquiries and complaints received by Public Works staff will be forwarded for the consultant to respond. The contact information will also be displayed online on the Village's GIS CIP story-map page.
  - b. The consultant team shall be proficient in mechanical systems similar in character to the proposed work in order to make small design-changes in the field as issues arise. The design-engineering contract contained some extra

hours to respond to RFI's for any questions directly related to the intent of the design.

- c. Maintain a project diary and daily inspection log.
  - d. Collect and review all material tickets on a daily basis.
  - e. Inspect all construction warning-signs and devices.
  - f. Organize and lead any project meetings required, as well as organize a bi-weekly meeting with village staff (if necessary). Agenda and minutes shall be prepared by the consultant for any formal meetings.
  - g. Consultant shall review all extras and change-orders and give a recommendation to the Village.
  - h. Inspect traffic control.
  - i. The consultant team shall maintain daily oversight of the contractor's 'two week look ahead schedule' to ensure sequencing of the work accounts for all subsequent pay items.
  - j. Verify contractor's construction staking and layout for accuracy and conformance with contract plans, and intent of the project.
3. Pre-construction meeting:
- a. Review plans and specifications with assigned field-staff prior to pre-construction meeting.
  - b. Schedule, lead, and prepare minutes for pre-construction meeting.
    - i. Notify stakeholders of time and place of meeting.
    - ii. Notify affected Village Departments/Divisions, including police and fire, and any impacted schools or park districts, coordinating any major items or issues prior to the pre-construction meeting.
  - c. The consultant shall review and approve any required shop-drawings in advance of the contractor ordering any material.
4. Construction Documentation:
- a. Keep track of all quantities related to each pay item, tracking the current projected-total at all times and notify the Village in advance if the contract amount will be exceeded.
  - b. Perform yield checks on all materials, and depth-checks as required.
  - c. Material testing (if applicable) shall be included in the consultant's scope.
  - d. Establish and maintain schedule for progress payments.
  - e. Submit monthly pay estimates. Develop and verify payment requests. Consultant shall collect and review all waivers, affidavits, and certified payrolls prior to recommending payment to the Village.

5. Coordination:
  - a. Coordinate and attend a pre-construction meeting with all affected stakeholders.
  - b. Coordinate sidewalk outage and access with all stakeholders. Construction staging is important and the consultant shall keep track of pedestrian accessibility routes during construction for each project site with 1 side of the sidewalk open at all times. Depending on the size and needs of each site this may require the consultant creating a sketch sequencing the ADA corners, to be provided to the Contractor.
  - c. Coordinate loss of parking impacts (if any) with Village of Oak Park Parking Services department.
  - d. The consultant shall perform general coordination related to air flow testing certifications forms to help ensure all proper documentation is being provided to the contractor in order to receive approvals.
  - e. Keep a cloud-based spreadsheet for tracking resident-inquiries and outstanding-items throughout the duration of the project which will be shared with the Village to view (the Village has a drop-box account). The information should be updated on a daily basis. In the case that the consultant has a preferred cloud-based platform other than drop-box such as air-table or head-light please state the specific software on the proposal; if the software requires subscription fees this should be included in the cost of the work throughout the duration of the project to ensure the village has constant access.
6. Construction project closeout:
  - a. Verify final measurements/quantities with Contractor.
  - b. Develop a rolling-punch list and verify satisfactory completion as each item is completed.
  - c. Provide final project accounting/documentation.
  - d. Consultant shall review final quantities with the contractor and present an agreed upon final-estimate to the Village for processing.
  - e. Close out project, and submit all paperwork as required.
  - f. Process final payment.
  - g. Provide as-built drawings in electronic format (pdf, cad, and GIS files). As-built drawings shall include final locations of all components installed as part of this Project.
  - h. Owner's walk-through: At the conclusion of the project the consultant shall lead a 'walk-through' of all work completed with Village staff.

### **Section III. Compensation Estimate Schedule**

Please complete all forms and submit the information requested on the following pages and submit three (3) hard copies of the compensation schedule in a sealed envelope titled *“Compensation Schedule for Professional Mechanical Engineering Services for the Village of Oak Park Police Department Firing Range Ventilation Improvements Project.”*

Note: the fee schedule should follow the cost plus fixed fee compensation form in accordance with all standards for consultant services.

Additional Note: please also attach hourly rate schedule for various classifications in your organization. These rates will be used for performing other engineering work which may be requested outside the scope of services.

## **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.



**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 \_\_\_\_\_

(Seal - If Corporation)

\_\_\_\_\_  
Organization Name

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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 Engineering Services for Construction Engineering (Phase III) for the 2020 Green 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
(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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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<sup>1</sup> 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.

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<sup>1</sup> 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**M/W/DBE STATUS AND EEO REPORT**

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.

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.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
 ( 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 Mechanical Engineering Services for the Village of Oak Park Police  
   Department Firing Range Ventilation Improvements Project

Date Issued:            February 26, 2020

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Comments: