



REQUEST FOR PROPOSALS

FOR

PROFESSIONAL SERVICES

FOR

Camera Repair and Maintenance Service

ISSUED BY:

FOREST PRESERVES OF COOK COUNTY

Facilities and Fleet Department

POSTING DATE: MAY 17, 2019

DUE DATE: JUNE 5, 2019 TIME: 10:00 a.m.

RFP NO. 19-53-14

SOLICITATION NO. 19-80-004155

Toni Preckwinkle
Forest Preserves of Cook County
Board President

Thomas J. Conlon
Purchasing Agent

Table of Contents

1.0	REQUEST FOR PROPOSALS (RFP)	1
2.0	GENERAL DESCRIPTION AND BACKGROUND	2
3.0	INSTRUCTIONS TO SUBMITTING PARTY	2
	A. Responding Proposal Requirements	2
	B. Format.....	3
	C. Submittal.....	3
	D. Due Date	4
	E. Pre-Proposal Bid Conference and Site Inspection	4
	F. Special Accommodations	4
	G. Delivery of Proposal Package	4
	H. References.....	4
	I. Complete Submission	5
	J. Proposal Material.....	5
	K. Proposal Information	5
	L. Addenda.....	5
	M. RFP Interpretation	5
	N. Confidentiality and Response Ownership	6
	O. Obligation to Review	6
4.0	GENERAL REQUIREMENTS	6
	A. Agreement.....	6
	B. Minority - and Women – Owned Business Enterprises (MBE/WBEs).....	6
	C. MBE/WBE Participation Goals	6
	D. Insurance.....	7
	E. Compliance with Laws	7
	F. Period of Firm Proposal	7
	G. Alteration/Modification of Original Documents	8
	H. Living Wage Ordinance.....	8
	I. Other	8
5.0	EVALUATION AND SELECTION PROCESS	8
	A. Evaluation Criteria	8
	B. Forest Preserve Rights.....	8
	C. Right to Inspect.....	9
	D. Evaluation Process.....	9

E. Best and Final Offer.....	9
F. Pricing	9
G. Selection Process	10
Attachment 1 Description of Requested Services.....	12
Attachment 2 Certificate of Qualification.....	17
Attachment 3 Tax and Fee Delinquency Certification	19
Attachment 4 Disclosure of Ownership Interest Statement	21
Attachment 5 Disclosure of Lobbyist Contacts	23
Attachment 6 Familial Disclosure Form.....	24
Attachment 7 Insurance Requirements	25
Attachment 8 Addenda Acknowledgement Form	28
Attachment 9 Affidavit of Child Support Obligations.....	29
Attachment 10 MBE/WBE Forms	30
Attachment 11 Sample Professional Services Agreement	34

1.0 REQUEST FOR PROPOSALS (RFP)

The Forest Preserves of Cook County (the “Forest Preserve”) seek camera repair and maintenance service as more fully described on Attachment 1. Parties interested in providing the desired services are invited to submit a Statement of Proposal according to the requirements specified in this RFP. All costs incurred by any submitting party in preparing and transmitting a response to this request are solely the responsibility of the submitting party.

Schedule

The Forest Preserve anticipates the following schedule:

Item	Date
Posting Date	5/17/2019
Pre-Submittal Meeting/Site Inspection	N/A
Deadline for Questions from Firms	5/24/2019
Statement of Proposals Due	6/5/2019

Pre-Proposal Bid Conference and Site Inspection

Date: N/A
Location: N/A
Time: N/A

Mandatory Non-Mandatory [Check which one applies]

MBE/WBE Participation Goals

The Contract Compliance Administrator for the Forest Preserve has set a participation goal of 0% for subcontracting a percentage of the total value of the requested services to one or more MBEs and/or WBEs (as defined in the Forest Preserve Code of Ordinances) pursuant to Code Section 1-8-5; Minority and Women Owned Business Enterprises. More information about MBE/WBE participation efforts is described in Section 4.C. Vendors who demonstrate a good faith effort to utilize M/WBE agencies as part of their proposal will receive a higher grade during the evaluation for this contract.

2.0 GENERAL DESCRIPTION AND BACKGROUND

The Forest Preserve is one of the oldest and largest open space agencies in the United States. The Forest Preserve owns and manages nearly 70,000 acres and was established over one hundred years ago for the education, pleasure and recreation of the public. The Forest Preserve strives to protect and restore Cook County's diverse ecosystems so native plant and wildlife can live and thrive. Each year, millions of people use Forest Preserve lands and facilities as well as participate in a variety of free, organized events hosted by Forest Preserve staff. Please visit the Forest Preserve's website at www.fpdcc.com to learn more about the Forest Preserve.

3.0 INSTRUCTIONS TO SUBMITTING PARTY

A. Responding Proposal Requirements

Proposals submitted in response to this RFP shall include the following information:

- _____ **Cover** with the submitting party name/logo and the project title.
- _____ **Cover Letter** signed by an authorized representative of the submitting party which confirms the party's commitment to provide the services proposed. The letter should include a brief summary of the party's history, number of years in business, and number of employees at the location that will be providing the services.
- _____ **Relevant Experience.** Description of the submitting party's track record and a list of projects relevant to this RFP. Please provide at least three (3) references for projects of comparable size and scope. Include the name of the contact person, address, telephone number and email address. Describe any experience that highlights the submitting party's understanding of the requested services.
- _____ **Key Staff.** Describe any key staff and the primary contact that the submitting party proposes to provide the services to the Forest Preserve. Provide a chronological resume for each of the key personnel proposed. List any professional affiliations, licensures, and certifications that are relevant to the work.
- _____ **Subconsultants.** Describe any subconsultants and their role in providing the requested services. Indicate any MBE/WBE certifications.
- _____ **Capacity to Perform the Work.** Describe any existing project commitments that may impact the submitting party's ability to perform the services in accordance with the schedule.
- _____ **Regulatory Impact.** Describe any significant developments in the submitting party (such as changes in ownership or restructuring) within the past three (3) years, and any significant changes anticipated in the near future. Describe the relevant facts if the submitting party or any of its partners, employees, or officers have been disciplined, debarred, or censured by any regulatory body within the last five (5) years.

- _____ **Insurance.** Submit evidence of insurance that complies with Section 4(D) – Insurance.
- _____ **Requested Services.** Provide any information requested in Attachment 1 (Description of Requested Services).
- Include the following completed forms¹:
 - _____ Schedule and Cost Proposal Form
 - _____ Certificate of Qualification
 - _____ Tax and Fee Delinquency Certification
 - _____ Disclosure of Ownership Interest Statement
 - _____ Disclosure of Lobbyist Contacts
 - _____ Familial Disclosure Form
 - _____ Addenda Acknowledgment Form
 - _____ Affidavit of Child Support Obligations
 - _____ MBE/WBE Forms²

B. Format

Proposals should have information on one side only. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned and all expenses for submissions are the sole responsibility of the proposer. Submissions should be **readable and at least in font size 11.**

C. Submittal

1. Submit two (2) originals **and one (1)** USB flash drive of your response to this RFP in a sealed legal size envelope.
2. Address the envelope to:

Rebecca Theodoratos
Purchasing Department
Forest Preserves of Cook County
69 W. Washington, Suite 2060
Chicago, IL 60602
3. In the upper left hand corner of the envelope put the submitting party's name and address.

¹ In the Attachments to this RFP, the Forest Preserves of Cook County may be referred to as the “Forest Preserve District of Cook County” or the “District.”

² If zero participation goals, the MBE/WBE Forms do not need to be completed. However, please include information requested under Section 4(C) – MBE/WBE Participation Goals for projects with zero participation goals.

4. In the lower left hand corner of the envelope write 'RESPONSE TO REQUEST FOR PROPOSAL'
5. All submittals will be stamped by the Forest Preserve with the date of receipt.

Any questions regarding this request must be submitted via email to the Purchasing Agent at FPD.Purchasing@CookCountyIL.Gov no later than Deadline for Questions from Firms specified in Section 1.0.

D. Due Date

Proposals must be submitted no later than the date and time indicated for submission on the cover page of this RFP. Late submittals will not be considered.

E. Pre-Proposal Bid Conference and Site Inspection

When indicated, the Forest Preserve will hold a pre-proposal bid conference and/or site inspection on the date and at the time and location indicated in Section 1.0 of this RFP. Representatives of the Forest Preserve will be present to answer any questions regarding the services requested or proposal procedures.

Attendees are encouraged to bring a copy of the RFP to the pre-proposal bid conference and site inspection. Please note that late attendees may not be admitted. For mandatory pre-proposal conferences and site inspections, late attendees who are not admitted will not have bids considered.

F. Special Accommodations

If special accommodations are required for a submitting party to attend the pre-proposal bid conference or site inspection, contact Rebecca Theodoratos at FPD.Purchasing@CookCountyIL.Gov no later than three (3) days before the event.

G. Delivery of Proposal Package

The proposal should be delivered either by hand or sent to the Forest Preserve through U.S. Mail or other available courier services to the address shown in Section 3.C. (Submittal) above. Include the RFP number on any package delivered or sent to the Forest Preserve and on any correspondence related to this RFP or the proposal. The submitting party remains responsible for insuring that its proposal is received at the time, date, place, and office specified. The Forest Preserve assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, any other carrier, or some other act or circumstance. Proposals received after the time specified will not be considered. If using an express delivery service, the package must be delivered to the designated building and office and not to any other Forest Preserve facility.

H. References

To provide uniformity and to facilitate comparison of submissions, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. The Forest Preserve reserves the right to waive minor variances or irregularities.

I. Complete Submission

Submitting parties are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive.

J. Proposal Material

The proposal material submitted in response to the RFP becomes the property of the Forest Preserve upon delivery to the Forest Preserve and may be part of any contract document for the services which are the subject of this RFP.

K. Proposal Information

The Forest Preserve will publish all information pertaining to this RFP at <http://fpdcc.com/about/departments/finance-administration>. Any submitting party receiving a copy of this RFP from a bid referral service and/or other third party are solely responsible for ensuring that they have received all necessary documentation, including amendments/addenda thereto. The Forest Preserve is not responsible for ensuring that all or any procurement documentation is received by any submitting party that is not appropriately registered with the Forest Preserve.

L. Addenda

Should any submitting party have questions concerning conditions and specifications, or find discrepancies in or omissions in this RFP or be in doubt as to their meaning, they should notify the Purchasing Agent, Thomas J. Conlon, at FPD.Purchasing@CookCountyIL.gov no later than Deadline for Questions from Firms specified in Section 1.0, to obtain clarification prior to submitting a proposal. Such inquires must reference the proposal due date and the Forest Preserve's RFP number.

Any clarification addenda issued prior to the proposal due date shall become part of the RFP. The Addenda Acknowledgement Form (found in Attachment 8) must be signed by an authorized representative of the submitting party and returned with the proposal on or before the proposal due date. Failure to sign and return this form may be grounds for rejection of the proposal.

M. RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the Forest Preserve and that interpretation shall be final.

N. Confidentiality and Response Ownership

From the date of issuance of the RFP until the due date, the submitting party must not make available or discuss its proposal, or any part thereof, with any employee or agent of the Forest Preserve. The submitting party is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

O. Obligation to Review

The submitting party must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of submitting party to fully acquaint itself with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of any contract.

4.0 GENERAL REQUIREMENTS

A. Agreement

The sample Professional Services Agreement, including indemnification provisions, is provided in Attachment 11 hereto for informational purposes only. Execution of the agreement is not required at the time the proposal is submitted. In the event the submitting party disagrees with the agreement provisions, submit any exceptions to the standard contract and include the rationale for taking the exception. If the submitting party is proposing alternate language, please include the language for consideration. The Forest Preserve reserves the right to terminate any agreement entered into pursuant to this RFP.

B. Minority - and Women – Owned Business Enterprises (MBE/WBEs)

Certified Minority Owned Business Enterprises and Women Owned Business Enterprises are encouraged to respond to this RFP. Minority Owned Business Enterprises and Women Owned Business Enterprises must be certified by Cook County or the City of Chicago. Business entities that meet the requirements for and are interested in being certified should contact the Cook County Office of Contract Compliance (312.603.5502).

C. MBE/WBE Participation Goals

The Contract Compliance Administrator for the Forest Preserve has set a participation goal, as stated in Section 1.0 of this RFP, for subcontracting a percentage of the total value of the requested services to one or more MBEs and/or WBEs (as defined in the Forest Preserve Code of Ordinances) pursuant to Code Section 1-8-5; Minority and Women Owned Business Enterprises. In an effort to continue to promote and expand the participation of certified MBE/WBE firms, the submitting party shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, a submitting party shall state the name(s) of the MBE/WBE subcontractor(s), the level of participation proposed for each

MBE and/or WBE firm to be awarded a subcontract, the role that the MBE/WBE subcontractor(s) will perform and the type of service each such firm will provide on the MBE/WBE Forms (included in this RFP as Attachment 10). In the event that the submitting party does not meet the MBE/WBE participation goal stated by the Forest Preserve for this procurement, the submitting party must demonstrate that it undertook good faith efforts to satisfy the participation goal consistent with the Forest Preserve's Code Section 1-8-5; Minority and Women Owned Business Enterprises. A submitting party may request a partial or full waiver of the participation goal for MBE/WBE participation.

If there are no participation goals for this project, the submitting party does not have to complete the MBE/WBE Forms (included in this RFP as Attachment 10). In an effort, however, to continue to promote and expand the participation of certified MBE/WBE firms, the submitting party shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, a submitting party shall state the name(s) of the MBE/WBE subcontractor(s), the level of participation proposed for each MBE and/or WBE firm to be awarded a subcontract, the role that the MBE/WBE subcontractor(s) will perform and the type of service each such firm will provide.

D. Insurance.

Submitting party shall submit evidence of insurance that complies with the requirements described in Attachment 7 with its response to this RFP.

E. Compliance with Laws

Submitting party shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, Forest Preserve and other local government agencies, which may in any manner affect the submission of the proposal, including without limitation, all applicable requirements described in the Forest Preserve Code of Ordinances, Title 1, Chapter 17 – Office of the Independent Inspector General.

F. Period of Firm Proposal

Subject to Section 5.E (Best and Final Offer) of this RFP, prices in the proposal must be kept firm for at least ninety (90) days after the last time specified for submission of proposals. Firm proposals for periods of less than this number of days may be considered non-responsive. The submitting party may specify a longer period of firm pricing than indicated here. If no period for firm pricing is indicated by the submitting party in its proposal, then pricing will be considered firm for at least ninety (90) days after the last time specified for submission of proposals, and after such 90 day period, pricing shall continue to be considered firm until written notice to the contrary is received from the submitting party. If the submitting party is awarded a contract for the services requested under this RFP, pricing from the submitting party's proposal will be included under such contract and such pricing

will remain firm for the term of the contract, subject to Section 5.E (Best and Final Offer).

G. Alteration/Modification of Original Documents

The submitting party certifies that no alterations or modifications have been made to the original content of this RFP or other procurement documents. Any alterations or exceptions must be apparent and clearly noted in the offered proposal. Submitting party understands that failure to comply with this requirement may result in the proposal being disqualified.

H. Living Wage Ordinance

Unless expressly waived by the Forest Preserve Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the Forest Preserve. As of January 14, 2019, the living wage for Cook County was no less than \$12.38 per hour if employee health benefits are provided or \$15.47 per hour without health benefits.

I. Other

Submitting party is invited to submit any information the submitting party deems pertinent to demonstrate its qualifications to perform the services being requested, such as memberships in any professional associations.

5.0 EVALUATION AND SELECTION PROCESS

A. Evaluation Criteria

The Forest Preserve intends to select a proposal that best meets the needs of the Forest Preserve and provides the best overall value. The primary objective of the evaluation process is to select a submitting party who:

1. Exhibits confirmed experience, capability and qualifications to render the required services;
2. Demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities that it entails;
3. Meets all material requirements of the RFP;
4. Presents a cost effective proposal;
5. Demonstrates ability to complete requested services within desired timeframe; and

B. Forest Preserve Rights

It is not a guarantee on the part of the Forest Preserve that a submitting party to this RFP will be selected or that the Forest Preserve will provide work to the submitting party. The Forest Preserve reserves the right at any time and for any reason to cancel this RFP, or to reject any, some, or all of the proposals. The Forest Preserve reserves the right to modify the requirements set forth in this RFP and/or to request additional information from a submitting party. The Forest Preserve reserves the

right to waive any informality in the proposal. The Forest Preserve reserves the right to make the award on an all or partial basis or split the award to multiple submitting parties. If a split award impacts the services or cost it must be so stated in the submitting party's proposal.

C. Right to Inspect

The Forest Preserve reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the submitting party and any proposed subcontractors and to reject any proposal regardless of price if it shall be determined that, in the Forest Preserve's sole discretion, the submitting party is deficient in any of the essentials necessary to assure acceptable standards of performance. The Forest Preserve reserves the right to continue this inspection procedure throughout the life of any contract resulting from this RFP.

D. Evaluation Process

An evaluation committee comprised of Forest Preserve personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed above in Section 5.A. (Evaluation Criteria). This evaluation process may result in a short-list of proposals. The evaluation committee, at its option, may request that all or short-listed submitting parties make a presentation, offer customer testimonials, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches. With respect to any requested presentations, no submitting party will be entitled to present during, or otherwise receive any information regarding, any presentation of any other submitting party.

E. Best and Final Offer

The Forest Preserve reserves the right to request a best and final offer from any finalist submitting party, if it deems such an approach necessary. In general, the best and final offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of proposals. If the Forest Preserve chooses to invoke this option, proposals will be re-evaluated by incorporating the information requested. The specific format for the best and final offer would be determined during evaluation discussions. Turnaround time for responding to requests for a best and final offer is usually brief (e.g., five (5) business days).

F. Pricing

All price and cost information requested in this RFP should be provided by the submitting party. While price is a factor in the evaluation of proposals received, the relevant importance of price may vary based on the nature of this RFP and the related significance of other criteria as may be expressed elsewhere in this RFP. In evaluating price, the Forest Preserve may give consideration to all factors relevant

to determine the total final cost to the Forest Preserve, including but not limited to: administrative cost of issuing multiple awards. The Forest Preserve will have sole discretion in determining the relevant and appropriate cost factors to be used in evaluating any proposals.

G. Selection Process

Upon review of all information provided by shortlisted submitting parties, the evaluation committee will make a recommendation for selection to the Purchasing Agent. The Forest Preserve reserves the right to check references on any projects performed by the submitting party whether provided by the submitting party or known by the Forest Preserve. If required, the selected proposal will be submitted for approval to the Forest Preserve's Board of Commissioners. Upon approval of the selected submitting party, the form of contract in Attachment 11 will be finalized by the Forest Preserve and presented to the selected submitting party for signature.

Attachments*

Attachment 1	Description of Requested Services
Attachment 1-A	Schedule and Cost Proposal Form
Attachment 2	Certificate of Qualification**
Attachment 3	Tax and Fee Delinquency Certification**
Attachment 4	Disclosure of Ownership Interest Statement**
Attachment 5	Disclosure of Lobbyist Contacts**
Attachment 6	Familial Disclosure Form
Attachment 7	Insurance Requirements
Attachment 8	Addenda Acknowledgement Form
Attachment 9	Affidavit of Child Support Obligations**
Attachment 10	MBE/WBE Forms**
Attachment 11	Sample Professional Services Agreement

***All applicable Attachments must be fully completed and submitted by the date and time responses are due for this RFP. Failure to do so may cause your response to be deemed non-responsive.**

****Notary Required**

Attachment 1 Description of Requested Services

1. **Services.** The FPDCC regularly requires a variety of camera services such as repairs, rebuilds, alignments, custom installation, preventative maintenance, analysis, installations, configurations, etc. Therefore, approved vendors shall provide their supplies, products, and services on an as-needed, as-requested basis for the contract period. The selected vendor may be asked to respond to emergency repairs on occasion. A call out process will be established at the start of the contract term. Emergency repairs are expected to be addressed within 24 hours of notification.

Vendor will work with the Facilities and IT Departments to identify and establish tech support integration in all video systems owned by the district.

The services requested in this RFP are not exclusive to the chosen vendor. The FPDCC may elect to undertake camera maintenance services: (a) with its own camera maintenance supplies; (b) with vendors currently on contract with the FPDCC; or (c) by advertising a separate Invitation for Bids (“IFB”) or Request for Information (“RFI”) for camera maintenance services procurement of a specific project.

Respondents to this RFP must describe ability and willingness to provide requested services.

2. **Price and Timeline.** In addition to the information required in Section 3.0 of this RFP, Respondents to this RFP must include:
 - a. A description of key activities and deliverables;
 - b. A company prospectus that describes your agency,
 - c. A professional biography for any service managers and technicians that could potentially work on this account
 - d. A detailed cost estimate for completing each aspect of the proposed scope of work; and
 - e. A description of major project assumptions that influence the cost.
 - f. A list of technician rates (straight time and overtime).

A sample Schedule and Cost Proposal Form is attached to this Attachment 1 as [Attachment 1-A](#).

3. **Background information.** The Forest Preserve District of Cook County (“District”) maintains surveillance systems at 24 of its district locations. The intent of this RFP is to seek a qualified contractor to provide maintenance and repair service with technology support for this system. The selected company will be required to repair cameras and recording devices as needed when failures are identified, recommend and identify product replacement opportunities when a component becomes obsolete or new technology is available, provide support with device integration with the district’s command center, and provide operating system updates at NVR or DVR managed locations.

Incorporated within the surveillance system are fifteen call boxes. The call boxes are installed at five of the district’s campgrounds; Camps Sullivan, Shabbona, Bullfrog, Dan Beard, Reinberg, and our Maple Lake Boat House location. Eight of the fifteen call boxes have Axis dome cameras. The call boxes are directly linked to the Forest Preserves Police Department.

- a. Brand: Rath Security 9’ Emergency Tower Phone 2100-TPL3 (120V/Landline, Beacon & Photocell)

The following chart identifies the locations of the surveillance cameras, the brand of systems used, and number of devices (NVR or DVR, and cameras).

	Location	Devices	Brands
1	Bemis Warning Shelter	4 devices with 1 D/NVRs	Genetec
2	Busse Boat House	8 devices with 1 D/NVRs	Exacqvision
3	Camp Bullfrog	5 devices with 1 D/NVRs	Genetec
4	Camp Dan Beard	4 devices with 1 D/NVRs	Genetec
5	Camp Reinberg	7 devices with 1 D/NVRs	Genetec
6	Camp Shabbona	4 devices with 1 D/NVRs	Genetec
7	Camp Sullivan	22 devices with 1 D/NVRs	Genetec
8	Dan Ryan Woods	12 devices with 2 D/NVRs	Exacqvision / Genetec
9	Eggers Grove	4 devices with 1 D/NVRs	Exacqvision
10	Central Garage	68 devices with 4 D/NVRs	Lorex
11	General Headquarter	14 devices with 1 D/NVRs	Genetec
12	Maple Lake	2 devices with 1 D/NVRs	Genetec
13	Police HQ	14 devices with 1 D/NVRs	Genetec
14	Skokie Police Station	16 devices with 1 D/NVRs	Lorex
15	Stoney Island Police Station	16 devices with 1 D/NVRs	Lorex
16	Palos Police Station	16 devices with 1 D/NVRs	Lorex
17	Elgin Police Station	16 devices with 1 D/NVRs	Lorex
18	Rolling Knolls	9 devices with 1 D/NVRs	Genetec
19	Swallow Cliff	6 devices with 1 D/NVRs	Genetec
20	Thatcher Pavilion	4 devices with 1 D/NVRs	Exacqvision
21	Wildlife Management	6 devices with 1 D/NVRs	Exacqvision
22	Whealan Pool	16 devices with 1 D/NVRs	Lorex
23	Green Lake Pool	16 devices with 1 D/NVRs	Lorex
24	Cermak Pool	16 devices with 1 D/NVRs	Lorex

4. **Contract Term.** The Forest Preserve anticipates using the services requested in this RFP around July 2019. The Forest Preserve anticipates that the contract term will be for up to 2 year(s). Renewal option of 1 year will be considered. Generally, approved vendor will provide supplies, products, and services for various types of projects. All vendors will be expected to perform a variety of tasks for any procurement and meet the following standards and requirements

The quoted competitive pricing will be understood in terms of percentage from list price and must remain the same percentage for parts which are listed and parts which are not listed herein.

The quoted competitive pricing must remain firm for the entire term of the contract with an additional twelve-month option.

The FPDCC is exempt from payment of the Federal Excise Tax ("FET"). Billing must be sent to fpdcc.billing@cookcountyil.gov and ben.novotny@cookcountyil.gov

Minimum Qualifications. The FPDCC requires the vendor to provide an experienced electronics serviceperson (technician) who specializes in repair and system integration of audio – visual equipment. The technician will be required to work a scheduled 8-hour day, one day a week for 24 weeks each year that the contract is active. The work day will begin at our Central Garage located at 2199 S. 1st Ave in Maywood. The technician will meet with the district's Technology Analyst to discuss work load and site access. At the end of the shift, the technician will email or submit a work report through our CMMS system to the district with a summary of work completed, identifying parts needed for authorization to purchase, and work not completed.

The FPDCC will work with the selected vendor to identify a set schedule, but reserves the right to cancel or re-schedule pre-arraigned dates with prior notification. Contractor must have resources available to provide replacement components as directed by the District.

Employ qualified / trained technicians that possess a minimum of three years' experience performing this type of work, and possess transportation and the necessary tools needed to execute repairs and installations in a professional manner.

Vendors must ensure that only fully qualified technicians shall be employed in the performance of all work performed under this contract. Vendors must have the organizational and technical capabilities to perform the services outlined in this RFP.

Approved vendors must be a brick-and-mortar facility, i.e. possess or leases retail stores, factory production facilities, or warehouses for its operations and distribution that have a physical presence and offer face-to-face customer experiences. Vendors must primarily sell or distribute cameras maintenance supplies and services through a physical location.

5. **Budget.** The quote shall not exceed \$35,000.00 in a twelve-month period. This quantity is an estimate only and is not to be considered a guarantee of the quantities to be purchased. Approved vendors shall be required to supply all requirements to the FPDCC whether they are more or less than the estimated quantity.

A written letter must be submitted explaining any pricing differences in the event that a vendor should have to raise their pricing. The FPDCC reserves the right to agree, cancel or close out a blanket purchase order in the event a vendor is found to not act in good faith or The FPDCC is in disagreement about the

price increase. It is the intent of this bid submittal to obtain the most competitive pricing which is at the best interest of the FPDCC. The FPDCC reserves the right to terminate a contract in whole or part, without showing cause upon giving a ten-day written notice to the contractor. The FPDCC shall only pay for goods procured, and/or services performed prior to the date of termination at the related contract unit prices. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The FPDCC requires all standard warranties shall be honored upon purchase of commodities.

ATTACHMENT 1 - A - SCHEDULE AND COST PROPOSAL FORM

The approved vendor agrees that the services and products provided are estimated amounts ONLY and as such may not represent the actual requirements of the FPDCC during the life of the Contract. The FPDCC, therefore, reserves the right to increase or decrease the services and products shown herein at any time during the life of the Contract to correspond to the actual needs of the Facility, all such services and products to be paid at the prices quoted herein. Any costs invoiced that were not included in the Bid Form will not be paid. Approved vendors must ensure that all costs are included even though the Bid Proposal Form may not specifically list them. Any Reference to a specific manufacturer, trade name or catalog is intended to be descriptive, but not restrictive unless the item is marked “No Substitute”, and only to indicate to the prospective approved vendor articles that will be satisfactory. If product is listed as ‘No Substitute’ no other item will be allowed

Vendor shall provide base bid prices for maintenance service and parts for the following line items listed.

Labor* and Administration Costs	Cost
Year One: Labor Only	
Year Two: Labor Only	
Year One and Two: Administration Cost	
Contingency	\$10,000
Base Bid Amount	<i>Sum of proposal plus contingency in USD</i>
Year Three: Labor Only	
Year Three: Administration Cost	
Contingency	\$5,000
Total Bid with Third Year Option	<i>Sum of proposal plus contingency in USD</i>

* Labor cost for one year is equal to: technician’s billable hourly rate * 8 hours / day * 24 weeks / year plus associated soft cost

1. Estimated fee for each task may vary, but total fee is fixed, not-to-exceed amount. Describe major project assumptions that influence the cost.

Attachment 2 Certificate of Qualification

Completion of this form is required
--

The following certifications are made pursuant to state law and District ordinances (Section 1-8-2(A)(2)). Vendor is cautioned to carefully read these certifications prior to execution of this Contract. Execution of this Contract shall constitute affirmation of these certifications and shall also constitute a warranty by vendor that all the statements set forth within these certifications are true and correct statements of the vendor. Vendor is hereby notified that failure to execute these certifications shall result in disqualification from eligibility for the award of this Contract. Vendor is further notified that in the event the District learns that any of the following certifications were falsely made, this Contract shall be subject to termination.

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea of *nolo contendere* or admission of guilt, if that person or business entity:

1. has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity; or
2. has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act (15 U.S.C. 1-7) and Clayton Act (15 U.S.C. 12-27; 29 U.S.C. 52-53); or
3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois; or
4. has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. 1-7) and Clayton Act (15 U.S.C. 12-27; 29 U.S.C. 52-53); or
5. has been convicted of price fixing or attempting to fix prices under the laws of the State of Illinois; or
6. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois; or
7. Has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Employee Classification Act, 820 ILCS 185/1 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et

seq., or any comparable state statute or regulation of any state, which governs the payment of wages; or

8. has been convicted of violations of any other federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts; or
9. has made an admission of guilt of such conduct as set forth in subsection (1) through (7) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
10. has entered a plea of *nolo contendere* to charges of bribery, price fixing, bid-rigging, fraud, or wage theft as set forth in sub paragraphs (1) through (7) above.

I, _____ of _____,
(TITLE) (BIDDER)

do hereby affirm by checking each item below that the following is true and correct to the best of my knowledge:

- ___ Bidder has not been convicted, or entered a plea of *nolo contendere*, or made an admission of guilt to any act described in the identified Ordinance (Section 1-8-2(A)(2)) of the Forest Preserve District of Cook County.
- ___ The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity has not been convicted or entered a plea of *nolo contendere* or made an admission of guilt to any act described in the identified Ordinance.
- ___ Bidder does not employ an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.
- ___ Bidder does not have an owner who controls, directly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

(SIGNATURE)

State of Illinois

County of _____

Subscribed and sworn to

before me this _____ day of _____, 20_____.

Notary Public: _____

(Signature & Seal)

Attachment 3
Tax and Fee Delinquency Certification

Completion of this form is required

In an Ordinance approved by the Forest Preserve District of Cook County Board of Commissioners on March 3, 1993, it is provided that:

DISQUALIFICATION FOR TAX AND FEE DELINQUENCY

No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

1. STATEMENT UNDER OATH

Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.

2. FALSE STATEMENTS

The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

3. DELINQUENCY DURING PENDENCY OF CONTRACT

If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

4. APPLICABILITY

This Section 1-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts, contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts originate from any other office or department of the District. For purposes of Section 1-8-2. (D)., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied,

imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an office or department of the District, for any permit, license, service or any other purpose.

Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District, the County of Cook, the State of Illinois, the United States of America, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, _____, the _____
(NAME) (TITLE)

of _____, having been duly sworn to state the
(BIDDER)
truth, do hereby affirm that the following is true and correct to the best of my knowledge:

1. _____, is/are not an owner(s) of real
(BIDDER)

property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent;

OR

2. The following is a complete list of real estate owned by _____
(BIDDER)
in Cook County (list Permanent Index Numbers):

(Signature) (Office/Title)

Subscribed to before me this _____ day of _____, 20____.

NOTARY SEAL & SIGNATURE

**Attachment 4
Disclosure of Ownership Interest Statement**

Completion of this form is required

The Forest Preserve District of Cook County requires that any Applicant for any District action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this “Statement” must be kept current, by filing an amended Statement, until such time as the District shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the District being voided.

“Applicant” means any entity or person making an application to the District for any District Action.”

“District Action” means any action by the District or, a District Department, regarding an ordinance or ordinance amendment, a District approval, with respect to contracts, leases, or sale or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for District Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and Is listed on the Applicant’s Statement (a “Holder”) must file a Statement and complete section #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers

This Statement is being made by [] Applicant or [] Stock / Beneficial Interest Holder

This Statement is an: [] Original Statement or [] Amended Statement

Identifying information:

Name _____ D/B/A: _____ EIN NO: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Phone No: _____

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant / Holder

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent / Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of Such person or legal entity, and the relationship under which such Control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action..
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any Information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please Print or Type)	Title
Signature	Date
E-mail address	Phone Number

Subscribed to and sworn before me

This _____ day of _____, 20____.

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

**Attachment 5
Disclosure of Lobbyist Contacts**

Completion of this form is required

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

Not Applicable

Signature of Authorized Representative:

(Signature)

(Office/Title)

State of Illinois
County of _____

Subscribed and sworn to
before me this _____ day of _____, 20_____.

Notary Public: _____
(Signature & Seal)

**Attachment 6
Familial Disclosure Form**

The evaluation process for responses to this RFP is intended to be free from any conflict of interest that may prevent an objective evaluation. The person responding to this RFP must disclose his or her familial relationships with employees and appointed or elected officials of the Forest Preserves of Cook County (the “Forest Preserve”). If the submitting party is a business entity, then the business entity must disclose the familial relationships with the Forest Preserve’s employees and appointed/elected officials by the individuals who are and, during the year prior to the submission of this RFP, were:

- members of the entity’s board of directors,
- officers or partners of the entity,
- employees or independent contractors responsible for the general administration of the entity,
- agents authorized to execute documents on behalf of the entity, and
- employees who will be directly engaged in doing work with/for the Forest Preserve on behalf of the entity.

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a Forest Preserve employee or elected/appointed official, or any person who is related to such an employee or official, whether by blood, marriage or adoption.

Disclose any familial relationships here:

Not Applicable

Signature of Authorized Representative:

(Signature)

(Office/Title)

Attachment 7
Insurance Requirements
Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Consultant shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the District, District's Board of Commissioners and employees of the District.

The Consultant shall waive its rights of recovery against District, District's Board of Commissioners and employees of District which Consultant may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Consultant

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the District's Purchasing Agent for variance from those limits.

Consultant shall require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverage for them. All Subconsultants are subject to the same insurance requirements as Consultant.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the limits specified above, Consultant shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability.

(e) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of

professional services for the District under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claim made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the District with proof of renewal.

Additional requirements

(a) **Additional Insured**

Cook County Forest Preserve District, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the District Purchasing Agent.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the District's Purchasing Agent at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the District certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

The District maintains the right to modify, delete, alter or change these insurance requirements.

Attachment 8
Addenda Acknowledgement Form

IMPORTANT NOTICE: Each Proposer shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its proposal. Failure to acknowledge receipt of any addenda issued via submittal of this form may render the proposal non-responsive.

RFP No.: _____

Project Name: _____

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

N/A (No Addenda Issued)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

**Attachment 9
Affidavit of Child Support Obligations**

Completion of this form is required

Effective September 5, 2007, every applicant for a Forest Preserve District of Cook County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a FPDCC Privilege. When Delinquent Child Support exists, the FPDCC shall not issue or renew any FPDCC Privilege, and may revoke any FPDCC Privilege.

“Applicant” means any person or business entity, including all Substantial Owners, seeking issuance of a FPDCC Privilege or renewal of an existing FPDCC Privilege from the Forest Preserve. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

“FPDCC Privilege” means any business license, including but not limited to liquor dealers’ licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; and contracts exceeding the value of \$25,000.

“Substantial Owner” means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a FPDCC Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

FPDCC: _____ District’s Department: _____

Applicant Information

Last Name: _____ First Name: _____ MI: _____

SS# (last four digits): ____ _ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: () - _____ Driver’s License #: _____

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge: (place an “X” next to “A”, “B”, “C”, or “D”)

- _____ A. The applicant has no judicially or administratively ordered child support obligations.
- _____ B. The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- _____ D. The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

Attachment 10
FOREST PRESERVES OF COOK COUNTY
MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the Special Provisions (SP-2).

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Letters of Intent, current Letters of Certification and documentation of Good Faith Efforts must be submitted at the time of bid.**

**FOREST PRESERVES OF COOK COUNTY
LETTER OF INTENT (SECTION 2)**

M/WBE Firm: _____ Certifying Agency: _____
Contact Person: _____ Certification Expiration Date: _____
Address: _____ Ethnicity: _____
City/State: _____ Zip _____ Bid/Proposal/Contract #: _____
Phone: _____ Fax: _____ FEIN #: _____
Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract *(If more space is needed to fully describe MWBE firm's proposed scope of work and/or payment schedule, attach additional sheets).*

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the Forest Preserve District of Cook County. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

**FOREST PRESERVES OF COOK COUNTY
PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach copy of written solicitations made)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attached supporting documentation)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations **(Attach copy of written solicitations made)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



**Forest Preserves of Cook County
M/WBE Reciprocal Certification Affidavit**

Firm Name _____

Address _____ City _____

County _____ State _____ Zip _____

Phone (_____) _____ Email _____

I _____,
(Authorized Representative) *(Print Title)*

of _____ do hereby affirm:
(Name of Firm)

1) _____ is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: Black Hispanic Asian Woman-owned business.

2) With respect to _____, the personal net worth of the qualifying
(Name of Firm)

(51%) individual(s) does not exceed \$2,276,550.06, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of _____,
(Name of Firm)

as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I _____ affirm that, to the best of my
(Authorized Representative)
knowledge and belief, the information herein is true and accurate.

Signature _____ Title _____ Date _____

Subscribed and sworn to before me this _____ day of _____ / _____
(Month) *(Year)*

(Notary's Signature)

Notary's Seal

My Commission Expires _____

Attachment 11

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of this [REDACTED] day of [REDACTED], 20[REDACTED] (the "Effective Date") by and between the Forest Preserve District of Cook County (hereinafter referred to as "District") and [REDACTED] (hereinafter referred to as "Contractor").

I - AGREEMENT

This Agreement is comprised of this basic Agreement, the Description of Services and Costs attached hereto and made a part hereof as Attachment 1, the Certificate of Qualification attached hereto and made a part hereof as Attachment 2, the Tax and Fee Delinquency Certification attached hereto and made a part hereof as Attachment 3, the Disclosure of Ownership Interest Statement attached hereto and made a part hereof as Attachment 4, the Disclosure of Lobbyist Contacts attached hereto and made a part hereof as Attachment 5, the Familial Disclosure Form attached hereto and made part hereof as Attachment 6, the Insurance Requirements attached hereto and made part hereof as Attachment 7, the Addenda Acknowledgement Form attached hereto and made part hereof as Attachment 8, the Affidavit of Child Support Obligations (on file with District's Purchasing Agent) attached hereto and made part hereof as Attachment 9, and the MBE/WBE Forms (Utilization Plan, Letter of Intent, Waiver and Reciprocal Affidavit) attached hereto and made a part hereof as Attachment 10.

This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the parties and shall be in writing. For purposes of this Agreement, with respect to Contractor, the terms subcontractor and sub consultant shall be used interchangeably and shall mean an individual or business entity contracted by Contractor to provide services related to or part of those which Contractor shall provide under this Agreement on behalf of the District.

II - APPOINTMENT

The District does hereby appoint Contractor to perform the services as described in Attachment 1 ("Services") commencing on the Effective Date.

Contractor hereby represents and warrants that the employees, officers, agents and subcontractors of Contractor who will perform the Services will, during the term of this Agreement, be fully qualified, licensed as required, and skilled to perform the Services.

Contractor hereby represents and warrants that its performance of the Services will be in accordance with industry standards and consistent with its Proposal for [REDACTED], RFP No. [REDACTED], dated [REDACTED].

III - SCOPE OF SERVICES

The scope of services shall be the Services, as that term is defined above. Contractor shall report to the District's [REDACTED].

IV - TERM

This Agreement shall continue to [REDACTED], [REDACTED], unless terminated by either party in accordance with Article VIII (Default) or Article IX (Termination) below.

V - DUTIES OF DISTRICT

The District shall cooperate and furnish to Contractor, upon request, information in the District's possession and necessary for Contractor to perform the Services hereunder. The District shall, upon notice, permit Contractor access to District sites necessary to perform its obligations under this Agreement.

VI - COMPENSATION

The total aggregate amount to be paid for performance of the Services including reimbursable expenses shall not exceed \$ [REDACTED]. Compensation will be based upon reimbursement for time incurred at hourly rates set forth in Attachment 1. Notwithstanding any amounts set forth in this Agreement, reimbursable expenses shall be limited to amounts which are customary, reasonable and necessary, and under no circumstances shall include any additional amounts for general overhead or administrative expenses. Invoices shall be presented by Contractor at the end of each month to the District's [REDACTED] and to the Finance Department at fpdcc.billing@cookcountyil.gov. The District shall notify Contractor if an invoice is not in order. All invoices submitted by Contractor for payment shall be paid by the District within 60 days of receipt complete with all requested documentation. The District shall have the right to examine the books and records of Contractor for the purpose of auditing the same with reference to all charges made to the District.

As a unit of local government, the District is not subject to certain taxes. The District's Illinois Department of Revenue tax exemption number for the District is E-9997-8636-07. Upon request, the District will provide a Federal Excise Tax Exemption Certificate.

Subject to Article XVIII, if Contractor engages any subcontractors to perform any Services, Contractor shall not markup the services performed by such subcontractors. In addition, Contractor shall pay any such subcontractor within ten (10) business days of Contractor's receipt of payment by District for undisputed services provided by such subcontractor.

VII - NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile or e-mail transmission during regular business hours; (c) overnight courier; or (d) first class U.S. mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile or e-mail transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by first class U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing by notice given hereunder.

If to Contractor:

[INSERT COMPANY NAME
ADDRESS
CITY STATE ZIP
CONTACT PERSON
INSERT E-MAIL]

If to District:

Forest Preserve District of Cook County
69 W. Washington, Suite 2060
Chicago, Illinois 60602
Attention: Tom Rohner, Facilities Manager
Tom.rohner@cookcountyil.gov
Fax: 708-450-9253 |

With a copy to:

Forest Preserve District of Cook County
69 W. Washington, Suite 2010
Chicago, Illinois 60602
Attention: Dennis White, Chief Attorney
Dennis.White@CookCountyIL.gov
312-603-9850 (Facsimile)

VIII - DEFAULT

If Contractor breaches any of its material obligations under this Agreement and has failed to cure such breach within thirty (30) calendar days after receipt of notice specifying such breach, the District may terminate this Agreement by notice in writing, which shall be effective immediately upon receipt.

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, Contractor shall deliver to the District within ten (10) calendar days all finished or unfinished documents, data, studies and reports prepared by Contractor for delivery to the District under this Agreement. The provisions of this Article VIII shall survive termination or expiration of this Agreement.

IX - TERMINATION

The District may terminate this Agreement, for reasons other than a material breach at any time by giving 30 days' notice of termination in writing from the District to Contractor. Payment for Services performed up to the effective date of termination pursuant to this Article shall be based on the actual Services performed by Contractor, as approved by the District's . Such payment shall be in full settlement for Services rendered under this Agreement.

X - INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to defend, indemnify, keep and save harmless, the District, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost or expenses, including reasonable attorneys' fees, which are the result of an error, omission, or willful or negligent act of Contractor, or any of its employees, officials, agents or subcontractors arising out of or resulting from the performance of the Services under this Agreement. Contractor expressly understands and agrees that any performance bond or insurance protection required in

this Agreement shall in no way limit its responsibility to indemnify, defend or keep and save the District, its agents, officials and employees as herein provided. The provisions of this Article X shall survive the termination or expiration of this Agreement.

XI - INSURANCE

Contractor shall comply with all insurance requirements described in Attachment 7.

XII - NONDISCRIMINATION

Contractor, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, disability, national origin, status of discharge from military, or other protected status, nor shall Contractor otherwise commit an unfair employment practice.

XIII – MBE/WBE PROGRAM

Contractor shall comply with District Code Section 1-8-5; Minority and Women Owned Business Enterprises. As a material consideration for the District entering into this Agreement, Contractor has agreed to a participation goal of subcontracting at least _____ % of the value of this Agreement to one or more MBEs and/or WBEs (as defined in the District Code). Contractor's MBE/WBE Utilization Plan and Letters of Intent (to be completed by MBE/WBE subcontractors), are included as part of this Agreement in Attachment 10. MBE/WBE firms that are certified by an agency other than Cook County should also complete a Reciprocal Affidavit.

Contractor also agrees to maintain a record of all relevant data with respect to the utilization of such MBE/WBEs with regard to payment requests accepted by the District. Such records shall include, but not be limited to, payroll records, invoices, cancelled checks, sworn statements and books of account, all of which should be held for a period of at least five (5) years after Contractor's completion of the Services. The District or its agent shall have the right to obtain from Contractor any additional data reasonably related or necessary to verify any representations by Contractor regarding its use of MBE/WBEs. The provisions of this Article XIII shall survive termination or expiration of this Agreement.

XIV - INDEPENDENT CONTRACTORS

District and Contractor shall each be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, in a joint venture, or partner of the other party. Each agrees to take such steps as may be necessary so that each of their subcontractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, in a joint venture or partner of the other party hereto. All persons furnished, used, retained or hired by or on behalf of each party hereto or any of their respective subcontractors shall be considered to be solely the employees or agents of the respective party or such sub-contractor, and each party hereto shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons to the extent required by law.

Contractor acknowledges and understands that no District employee or any agent acting on behalf of the District, may participate in or attempt to influence, based on political reasons or factors, the hiring decisions of Contractor with respect to work performed under this Agreement and that Contractor is obligated to report any and all known or suspected attempts or efforts to do so by

any District employee or agent acting on behalf of the District to the Office of the Independent Inspector General of Cook County.

XV - ACCESS TO BOOKS AND RECORDS

The District and Contractor will permit any regulatory agency and its representatives authorized by the District to have access to all data and records relating to the nature and extent of cost of Services provided under this Agreement until four (4) years after the furnishing of such Services. Both parties will provide this access to books and records in accordance with the Social Security Act and regulations. If Contractor carries out the requirements of this Agreement through a subcontract with a value of Ten Thousand Dollars (\$10,000) or more, over a 12 month period, Contractor will include this right of access to books and records in each subcontract. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (I) of the Social Security Act and Section 952 of the Omnibus Reconciliation Act of 1980 to this Agreement. If such provisions should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect. The provisions of this Article shall survive the termination or expiration of this Agreement.

XVI - COMPLIANCE WITH LAWS

Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, District and other local government agencies, which may in any manner affect the performance of this Agreement, including without limitation, all applicable requirements described in the Cook County Code of Ordinances, Chapter 2, Article IV, Division 5 (Inspector General) and adopted by the District pursuant to the District's Code of Ordinances, Title 1, Chapter 17 – Office of the Independent Inspector General. Assurance of compliance with these requirements by Contractor's employees, agents or subcontractors shall be the responsibility of Contractor. Contractor shall obtain any and all necessary permits, licenses and other authorizations necessary for its performance under this Agreement. In executing this Agreement, Contractor shall be required to execute the Certificate of Qualification attached hereto as Attachment 2 and made a part hereof.

XVII - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

XVIII - ASSIGNMENT/BINDING EFFECT

No right or interest in this Agreement shall be assigned by Contractor to any third party, or any part of the Agreement subcontracted, without the advance written consent of the District, which may be withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent, including but not limited to insurance and surety bond coverage. Notwithstanding District consent to assign or subcontract, Contractor shall not be relieved of its obligations under this Agreement. Contractor shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

XIX - OWNERSHIP OF DOCUMENTS / CONFIDENTIALITY

Subject to any third party intellectual property rights, all originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, data bases and other documents or materials required to be furnished by the District or Contractor hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of District, and District shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Contractor. Upon the termination of this Agreement, or upon request of District, during any stage of the Services, Contractor shall promptly deliver all such materials to District. Contractor shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working papers, without the prior written approval of District, provided, however, that Contractor may retain copies of the same for Contractor's own general reference.

Contractor agrees not to disclose to any third party, without the District's prior written consent, any information gathered from or on behalf of any District employee, officer, or agent ("Confidential Information"). If required by law to disclose such Confidential Information, Contractor shall provide as much advance notice as possible of such disclosure to the District.

The provisions of this Article shall survive the termination or expiration of this Agreement.

XX - WAIVER

The waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing any such provisions.

XXI - ORDER OF PRECEDENCE

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency. Nothing set forth in Contractor's incorporated documents shall be deemed or construed to supersede the terms set forth in Articles I-XXIII of this Agreement.

- A. Agreed contract modifications entered into after the date of execution of this Agreement, if any.
- B. Articles I-XXIII of this Agreement and all Exhibits attached hereto. To the extent of any conflict between the Exhibits and the basic Agreement, the basic Agreement shall govern.
- C. District Certifications / Disclosures.

XXII - CONFLICT OF INTEREST

No member of the governing body of the District and no other officer, employee or agent of the District who exercises any functions or responsibilities in connection with the award or carrying out of the project to which this Agreement pertains shall have any direct or indirect personal interest or derive any financial benefit from this Agreement.

XXIII - SEVERABILITY

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provisions of this Agreement or its incorporated documents are unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive and continue in full force and effect

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date referenced above.

[INSERT COMPANY NAME]

Forest Preserve District of Cook County

By: _____

By: _____

Tom Rohner,
Director of Facilities and Fleet

By: _____

Dennis White, Chief Attorney

By: _____

Arnold Randall, General Superintendent

By: _____

Toni Preckwinkle, President

By: _____

Matthew B. DeLeon, Secretary

