

Village of Buffalo Grove

Utility Billing- Printing and Mailing Services

Proposal and Contract Documents

Prepared by Finance Department
4/10/2019

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REQUEST FOR PROPOSAL

Utility Billing- Printing and Mailing Services

PROPOSAL DOCUMENTS

Each bidder must submit **three copies** of the following documents (collectively, the “**Proposal**”):

1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Schedule of Prices **Exhibit B**;
3. Completed Reference List set forth on **Exhibit C**;
4. A list of the requested changes to the Contract citing the specific Article within the Contract and the specific change requested.

RECEIPT OF PROPOSALS

Sealed Proposals for the Village of Buffalo Grove, Utility Billing- Printing and Mailing Services are invited and will be received by the Village of Buffalo Grove (hereinafter referred to as “Village”) at 50 Raupp Boulevard (Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than 10:00 A.M. Local Time on Tuesday, **May 28, 2019**. Proposals will not be publically opened and read aloud. Each Proposer shall be required to submit one original and two copies of their respective Proposal in a sealed envelope or box. Sealed envelopes or packages containing Proposals shall be marked or endorsed:

Proposal for Village of Buffalo Grove, Illinois

Utility Billing- Printing and Mailing Services VoBG-2019-19

REQUEST FOR PROPOSALS PURPOSE

The Village is interested in contracting for Utility Billing- Printing and Mailing Services. The Village is accepting Proposals from experienced Printers and Mailing Firms to assist Village officials and staff with Utility Billing- Printing and Mailing Services required by the Village as set forth in this solicitation. The intent is to enter into a long-term relationship with the selected Printer or Mailing Firm (hereinafter referred to as “Service Provider”)

QUESTIONS

All comments or concerns regarding this Request for Proposals (“RFP”) shall be addressed to the Village of Buffalo Grove Purchasing Manager, Brett Robinson, via email at brobinson@vbg.org. All such e-mails must contain “Utility Bill Printing & Mailing Services” in the subject line of the e-mail. This will allow for responses to go to all Proposers in the event that the question has a pertinent relevance to all those involved.

All questions must be received by **Wednesday, May 8, 2019 at 10:00 a.m.** Central Standard Time.

For information on how to receive a copy of the Request for Proposals Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at <https://www.vbg.org/bids>

HOLDING OF PROPOSALS

No Proposal shall be withdrawn after Tuesday, **May 28**, 2019 at 10:00 AM without the consent of the Village, for a period of sixty (60) days.

QUALIFICATION OF PROPOSERS

It is the intention of the Village to award a potential contract to the most qualified or equally qualified Service Provider that furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Service Provider to perform the work, and the Service Provider shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Responses if the evidence submitted by, or investigation of such Service Provider fails to satisfy the Village's expectations.

RESERVATION OF RIGHTS

The Village reserves the right to accept the submission that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price submittal; to accept any item in the Proposer's submittal or a portion thereof; to reject any/all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposer's submission when to do so would not, in the Village' opinion, prejudice the procurement process or create any improper advantage to any Proposer; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future defects or informalities, and the Service Provider should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the response. In addition to the Village' rights above, the Village reserves the right to reject any and all submittals or accept any item in the Proposer's submittal or a portion thereof including the right to accept or reject any or all proposals, or any part thereof; waive any minor defects, irregularities; and to decide not to award any contract.

INSTRUCTIONS TO PROPOSERS

1. Proposal to be made on Schedule of Prices form which is included in the Contract Documents.
2. Public Contract Statements must be signed, notarized and submitted with the Proposal documents.
3. Proposers shall at the time of making its Proposal, and as part of its Proposal, submit a list of all the subcontractors and equipment suppliers with whom it proposes to contract, and the class of work or equipment to be performed or furnished by each. Such list shall not be added to, nor altered, without the written consent of the Village. The Village reserves the right to approve any and all subcontractors and no subcontractor shall be allowed to do work unless they are listed in the Proposers' Proposal, or in a subsequent written statement to the Village.
4. Proposer shall not under any circumstances be relieved of its liabilities and obligations as set forth in the Contract documents. All transactions of the Village shall be with the Proposer. Subcontractors shall be recognized only in such capacity.
5. Proposer is to provide a detail of the Proposer's experience in performing Utility Billing- Printing and Mailing Services.
6. Proposer shall provide with the proposal a minimum of three(3) local Illinois government references
7. Proposer shall submit a description of how they shall protect the confidential information provided to the Service Provider in the course of performing the required work.
8. Each Proposer shall submit with its Proposal a statement of the address of it's permanent place of business.
9. Any Proposer may be required by the Village to submit additional data to satisfy the Village that such Proposer is prepared to fulfill the Contract, if it is awarded to them.
10. Proposers shall inform themselves of all the conditions under which the work is to be performed.
11. Service Provider shall obtain, at its own expense, all permits, insurance, and business licenses and all other licenses which may be required to complete the work and/or be required by municipal, state, and federal regulations and laws.
12. All Service Providers are prohibited from making any contact with the any official or employee of the Village (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Service Provider that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the “**Contract Statement**”) has been executed by the below supplier, contractor or Service Provider (collectively the “**Contractor**”) in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof: _____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this ____ day of _____, 2019.

Print Name of Contractor

Signature

Print Title

Given under my hand and official seal, this ____ day of _____, 2019.

EXHIBIT B – SCHEDULE OF PRICES

Utility Billing- Printing and Mailing Services

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

50 Raupp Blvd, Buffalo Grove, Illinois 60089

FULL NAME OF PROPOSER: _____

DOING BUSINESS AS: _____

MAIN BUSINESS ADDRESS: _____

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled “Utility Billing- Printing and Mailing Services”, and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Each proposal should provide appropriate detailed line-item cost information for the full initial one (1) year term of the agreement.

Schedule of Prices

Description	Est. Annual Quantity	Unit of Measure	Unit Price	Extended Cost
Odd Months: Utility Bill Print and Mail Services	40800	each	\$	\$
Even Months: Utility Bill Print and Mail Services	36000	each	\$	\$
Monthly: Past Due Notices Print and Mail Services	8400	each	\$	\$
Print and Insert 4 color 1 page sheet supplemental documents (variable frequency)	12800	each	\$	\$
Initial setup, design, programming charges	1	each	\$	\$
Total Cost				\$

EXHIBIT B – SCHEDULE OF PRICES (CONT.)

REFERENCE LISTING

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number or E-mail address: _____

EXHIBIT C – SUBCONTRACTOR AND REFERENCES
SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village. No subcontracting will be permitted for regular and nightly service. Subcontracting will only be permitted for specialty services and must be pre-approved by the Village

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1.		
2.		
3.		

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

Date

Phone

Legal Entity

E-mail

(Sign here)

(Print Name)

VILLAGE OF BUFFALO GROVE UTILITY BILLING- PRINTING AND MAILING SERVICES SPECIFICATIONS

Introduction

The Village of Buffalo Grove, Illinois (Village) is seeking proposals from qualified Service Providers who are capable of providing monthly utility billing printing and mailing services associated with approximately 12,800 Village customer accounts. Approximately one half of the residential customer accounts are billed each month, with all business accounts being billed in the course of each monthly period. The Village utility bills include charges relating to water, sewer, storm water, and flat rate services.

The Village manages its customer account information using the New World Logos software solution, which is hosted onsite and used to generate the data files used for utility billing operations. The typical monthly billing process involves collecting water meter readings, followed by printing and mailing of the monthly utility bills mid-month. Printing and mailing of past due notices will follow a similar pattern, with the quantity being determined by customer response. The envisioned schedule is subject to change and the Service Provider must be capable of adapting to such changes.

Scope of Work

The successful Service Provider must have the capability to perform all services required to print and mail an estimated 6,800 routine bills during the odd months, an estimated 6,000 routine bills during the even months, and an estimated 700 past due notices each month. These services include, but are not limited to, printing, folding, sorting, inserting, sealing, validating, preparing, transporting, and mailing. The Service Provider will receive two electronic data files from the Village in xml format, one file is for business and residential accounts and the other for past due accounts. The Service Provider will process this data to generate printed Village utility bills and pre-termination notices. Examples of a current bill and notice are included as part of Appendix B. The Village will review these data files for completeness and accuracy prior to transmission to the successful Service Provider. All associated services must be performed by the Service Provider "in-house" at the Service Provider's production facility. It is unacceptable for the Service Provider to subcontract any of these services. The Service Provider will be required to work with the Village to establish new bill and pre-termination notice templates that will be used for the utility billing operations. The Service Provider will be required to sort and insert multiple bills that are addressed to same property owner into a common envelope. The Service Provider will be required to suppress return envelope stuffing for accounts designated as 'auto pay' or 'bank draft.' The Service Provider will be required to print supplemental messages, codes and other information on the bills, notices and envelopes at the Village's direction. The Service Provider may periodically be required to insert supplemental documents into the mailings at the Village's request.

The Service Provider must identify and use lowest cost postage alternative for each item mailed based upon size, weight, zip code and other pertinent considerations. The Service Provider must deliver printed and sorted bills to the nearest US post office within the next business day after the data files are transmitted. The Service Provider's proposal must identify the anticipated time required for delivery to addresses with a 60089 zip code. Service Providers' proposals must include unit costs for the estimated quantities of envelopes and paper stock indicated in the Schedule of Prices.

An example of a current water bill is attached for reference (Exhibit D.). While the Service Provider does not need to exactly duplicate the design of attached bill, it must contain all of the same data fields and notification elements.

Additional Submittal Documentation

The Service Provider shall as part of the submittal provide a detailed explanation of the process of transferring data files from the Village to the Service Provider and how that data is secured during transmission, while in use creating bills, and then how the data is secured/disposed of after use.

The Service Provider shall as part of the submittal provide a list of any prior, pending litigation or ongoing binding arbitration with any party within last five (5) years where firm is specifically named in the case.

A representation of the export files from New World Systems is available as Exhibit E. The Village will supply the data in XML format in the form of four files, Residential Bills, Commercial Bills, Residential Past Due Notices, and Commercial Past Due Notices. Past Due Notice files are substantially similar and as such only one example is supplied in Exhibit E. Review this exhibit and note any changes that may be required for use with your systems.



EXHIBIT D – SAMPLE WATER BILL

The Village has upgraded the security for online payments. Users can now create an account, attach a credit card to the account for single bill payment or reoccurring automatic payments. The enhanced view will also allow users to view and reprint current or previous utility bills. Sign up at www.vbg.org under resident services by selecting water and sewer utility billing and click on Make a Payment.

PLEASE SEE OTHER SIDE FOR ADDITIONAL BILLING INFORMATION

VILLAGE OF BUFFALO GROVE

NAME: JOHN DOE
SERVICE ADDRESS: 0 DIRECT BILLING LN

BILL DATE: 02/15/2019

ACCOUNT NUMBER: 000000005-001



METER INFORMATION

For 30 days of service...from 01/01/2019 through 01/31/2019

PRESENT READING	BILL TYPE	PREVIOUS READING	BILL TYPE	USAGE (1000 GALLONS)

PRIOR BALANCE \$0.00

STORMWATER FEE \$87.99

TOTAL CHARGES DUE BY 03/05/2019	\$87.99
IF PAID AFTER 03/05/2019	\$96.79

RETURN BOTTOM PORTION WITH YOUR CHECK MADE PAYABLE TO VILLAGE OF BUFFALO GROVE.

DETACH HERE

RETAIN TOP PORTION FOR YOUR RECORDS

DETACH HERE



VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD
BUFFALO GROVE, IL 60089-2100

ACCOUNT NUMBER: 000000005-001



TOTAL CHARGES DUE BY 03/05/2019	\$87.99
IF PAID AFTER 03/05/2019	\$96.79
AMOUNT PAID	

5346 1 AB 0.412
JOHN DOE
10 DIRECT BILLING LANE
GRAYSLAKE, IL 60030-0000

12 1 (0005346)
26-100-003



000000005001000008799

VILLAGE OF BUFFALO GROVE

WATER AND SEWER BILLING

EXPLANATION OF CHARGES:

WATER AND SEWER - Water and sewer charges due the Village are based on the current rate per 1,000 gallons of water as metered.

LAKE COUNTY SEWER TREATMENT - The Village is under contract with the County of Lake to provide regional sanitary and storm water treatment in the Lake County portions of the Village. The fee is determined by the County of Lake and is based on the current rate per 1,000 gallons of water metered. There is a summer sanitary sewer credit offered by the County of Lake that caps the amount a Lake County resident will pay for water treatment during the service months of May through August. All fees collected are remitted directly to Lake County. Cook County residents are charged by the Metropolitan Water Reclamation District of Greater Chicago for sanitary and storm water treatment.

LATE FEE - The Village charges a late fee of 10 percent on delinquent balances.

TURN-ON FEES - If a water utility account is disconnected due to non-payment, a \$50 fee will be charged to turn the water service on during business hours or \$100 if the customer requests the water service to be turned on after business hours. Business hours are defined as Monday through Friday 8:00 a.m. to 4:30 p.m. except Village observed holidays.

OUTDOOR WATER USAGE

Village ordinance provides that from May 15th through September 15th the outside watering of lawns and landscaping is prohibited between the hours of 12:00 p.m. and 6:00 p.m. Odd numbered addresses may water on odd days of the month with even numbered addresses permitted to water on even days. Exceptions for newly placed landscaping will be granted in the form of permits to be obtained at the Public Service Center located at 51 Raupp Boulevard.

BILLING INFORMATION

Water bills may be paid in person at the Village Hall during normal business hours or can be dropped off in the 24 hour depository box located at the north side of the Village Hall parking lot. Payments dropped off in the depository box will be credited to the account on the next business day. Payment may be made by credit card by logging in to www.vbg.org and selecting e-services.

If you have any questions regarding this billing or service changes please call the water billing department at (847) 459-2515 Monday 8:00 a.m. to 4:30 p.m. For service questions contact the Public Works Department at (847) 459-2545.

Please allow 3 days for mailing of your remittance. The bill is not considered paid until payment is received by the Village. Please use the envelope provided or direct your remittance to our water billing lock box address:

Village of Buffalo Grove
P.O. Box 5612
Carol Stream, IL 60197-5612

INCLUDE THIS PORTION OF THE BILL WITH YOUR CHECK FOR FAST AND ACCURATE CREDIT TO YOUR ACCOUNT

VILLAGE OF BUFFALO GROVE
PO BOX 5612
CAROL STREAM, IL 60197-5612





PAST DUE REMINDER

PLEASE SEE OTHER SIDE FOR ADDITIONAL BILLING INFORMATION

VILLAGE OF BUFFALO GROVE

NAME: Jane Doe
SERVICE ADDRESS: 0 DIRECT BILLING LN

BILL DATE: 02/15/2019

ACCOUNT NUMBER: 000000014-001



PAST DUE REMINDER

WE HAVE NOT RECEIVED PAYMENT ON YOUR WATER AND SEWER ACCOUNT.
PROMPT PAYMENT WILL KEEP YOUR ACCOUNT IN GOOD STANDING AND
ELIMINATE THE POSSIBILITY OF DISCONTINUANCE OF YOUR SERVICE.

05/17/2019

SHUT OFF DATE

PAST DUE AMOUNT

\$33.88

RETURN BOTTOM PORTION WITH YOUR CHECK MADE PAYABLE TO VILLAGE OF BUFFALO GROVE.

DETACH HERE

RETAIN TOP PORTION FOR YOUR RECORDS

DETACH HERE



VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD
BUFFALO GROVE, IL 60089-2100

ACCOUNT NUMBER: 000000014-001



PAST DUE AMOUNT

\$33.88

AMOUNT
PAID

*****5-DIGIT 60089
Jane Doe
0 Direct Billing Ln
BUFFALO GROVE, IL 60089-6904

2 1 (0000707)
26-100-003



000000014001000003388

EXHIBIT E - XML FILES

Residential Bill

```

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EnrolledInCreditCardPayments="0" CurrentCharges="145.72" Pin="1375"
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LienYear="0000" LienAmount="0" BankDraftAmount="0" DueAfterAmount="160.29"
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PaymentActivity="-121.59" PenaltyActivity="0" PreviousBalance="121.59"
BillingDate="03/14/2019" ServiceToDate="02/28/2019" ServiceFromDate="01/01/2019"
Frequency="Single Family Residential" PrimaryBillFlag="0" PullBillFlag="0" MailZip="07039"
MailvsState="MO" MailCity="FRANKSTON" MailAddressLineOne="1000 TEMPLAR WAY"
ServiceZip="60089" ServicevsState="IL" ServiceCity="BUFFALO GROVE" ServiceAddress="2
MIRAMAR LN" CustomerName="JOE BUFFALO" CustomerNumber="0" BillingProfile="Lake
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 ServiceMultiplier="1.00000" UnitOfMeasureMultiplier="1.000000000"
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 ServiceMultiplier="1.00000" UnitOfMeasureMultiplier="1.000000000"
 ConsumptionFactor="1.00000" ConsumptionAdjustment="0" ActualConsumption="12.0000000"
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ProRateBasedOn="Consumption Period" ProrateRate="No" DailyCharge="No"
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MeterNumber="79425327"/></LineItemDetail></CHARGES><CHARGES Parent="0" Amount="0"
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Commercial Bill

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Past Due Notices

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APPENDIX A.
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
UTILITY BILLING- PRINTING AND MAILING SERVICES

THIS AGREEMENT is dated as of the _____ day of _____, 2019 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Service Provider identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICES.

A. Engagement of Service Provider. The Village desires to engage the Service Provider Identified below to provide all necessary professional Utility Billing- Printing and Mailing Services and to perform the work in connection with the project identified below:

Company. ("Service Provider")
Street
Village, State, Zip
Telephone:
Email:

Project Description. The Service Provider shall provide Utility Billing- Printing and Mailing Services for the Village of Buffalo Grove.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Service Provider shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.,
- D. **Reporting.** The Service Provider shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Service Provider shall be paid as provided in Exhibit B. The Service Provider shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Service Provider. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Service Provider the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Service Provider shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Service Provider for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** if the Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Service Provider, the Service Provider shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Service Provider.
- F. **Escalation**
 Written requests for price revisions after the first contract period shall be submitted at least sixty (60) calendar days in advance of the agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the CPI-All Urban Consumers, Chicago or 2.5% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Service Provider. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Service Provider shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Service Provider shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Service Provider or the Village; or (iv) to have been supplied to the Service Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Service Provider.** The Service Provider acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** The Service Provider shall, without regard to the availability or unavailability of any insurance, either of the Village or the Service Provider, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Service Provider's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Service Provider, except to the extent caused by the sole negligence of the Village.
- C. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit A to this Agreement. For good cause shown, the Village Manager ("Manager") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.
- D. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Service Provider as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Service Provider certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Service Provider. In the event that this Agreement is so terminated, the Service Provider shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.
- F. **Term.** **The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months.** The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.(cont)

- G. **Compliance with Laws and Grants.** Service Provider shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Service Provider shall also comply with all conditions of any federal, state, or local grant received by Owner or Service Provider with respect to this Agreement or the Services.

Service Provider shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Service Provider's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** if it should appear at any time that the Service Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Service Provider's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Service Provider.** The Village may require the Service Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Service Provider and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.(cont)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Manager.
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Service Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Service Provider shall cause the Documents to be promptly delivered to the Village.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Service Provider without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
 50 Raupp Blvd.
 Buffalo Grove, IL 60089
 Attn: Dane Bragg
 Email: dbragg@vbg.org
 cc: jmaltas@vbg.org

Notices and communications to the Service Provider shall be addressed to, and delivered at, the following address:

Firm _____ ("Service Provider")

Street
 Village, State, Zip
 Attention:
 Email:

SECTION 8. GENERAL PROVISIONS.(cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Service Provider shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Service Provider with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- O. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

SECTION 8. GENERAL PROVISIONS.(cont.)

- P. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
- Q. **Freedom of Information.** Service Provider agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Service Provider's, actual or alleged violation of the FOIA or Service Provider's failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request. Furthermore, should Service Provider request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Service Provider agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Service Provider agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Service Provider's request to utilize a lawful exemption to the Village.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

ATTEST: **VILLAGE OF BUFFALO GROVE**

By: _____ **By:** _____
Village Clerk **Name, Title**

Date: _____

ATTEST: **Company**

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____

**Exhibit A.
("Services")**

Attach RFP Response documents

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices