



Village of Buffalo Grove

Security System Services

Request for Proposals

Prepared by the Finance Department
12/2/2019

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REQUEST FOR PROPOSALS

Security System Services

RECEIPT OF PROPOSALS

Sealed Proposals for the Village of Buffalo Grove Security System Services are invited and will be received by the Village of Buffalo Grove (hereinafter referred to as The Village) at 50 Raupp Boulevard (attn: Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than **10:00 A.M. Local Time on Thursday, January 30, 2020**. Proposals will not be publically opened. Each Firm shall be required to submit three (3) copies of their respective response documents, in a sealed envelope or box, clearly labeled as "VoBG-2019-22 Security System Services".

OVERVIEW

The intent of this Request for Proposal (RFP) is for the Village of Buffalo Grove to obtain proposals from qualified Consultants to perform maintenance and repairs to the Genetec based Access Control Systems and Closed Circuit Television (CCTV) systems.

SITE ACCESS

A walkthrough of the Village Hall to review requested additional access controls can be arranged by contacting the Village of Buffalo Grove Purchasing Manager via email at brobinson@vbg.org with the subject line "Site Walkthrough - Security System Services"

QUESTIONS

All comments, concerns and questions regarding these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at brobinson@vbg.org with the subject line "Security System Services". All comments, concerns and questions regarding the Work must be received by the **9:30 AM Local Time on Thursday January 23, 2020**.

HOLDING OF PROPOSALS

No Proposal shall be withdrawn after **Thursday, January 30, 2020 at 10:00 AM** without the consent of the Village, for a period of sixty (60) calendar days.

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

RESERVATION OF RIGHTS

The Village reserves the right to accept the Consultant's Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to accept any item in the Consultant's Proposal or a portion thereof; to reject, any and all Consultant's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Consultant's Proposals when to do so would not, in Village's opinion, prejudice the procurement process or create any improper advantage to any Consultant; and to waive irregularities and informalities in the procurement process or in any Consultant's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Consultant should not rely upon, or anticipate, such waivers in submitting the Consultant's Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Proposals.

All Consultants are prohibited from making any contact with the Village President, Trustees, or any other official or employee of the Village (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Buffalo Grove Village Manager reserves the right to disqualify any Consultant that is found to have contacted Municipal Personnel in any manner with regard to the Project. 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 State's Attorney for review and prosecution.

Any Consultant may be required by the Village to submit additional information, including but not limited to an interview process, to satisfy the Village that such Consultant is prepared to best fulfill the Contract, if it is awarded to them.

Consultants shall inform themselves of all the conditions under which the work is to be performed concerning the sites of the work, the structure of the ground, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed.

EXHIBIT A - VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/CONSULTANT

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 below-signed Consultant/contractor hereby 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 Biding.

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 undersigned 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, 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 undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: 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 Assistant or Assistants, 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:

(Official) _____

Print Name of Contractor/Consultant/Supplier

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 2019.

Notary Public

Notary Expiration Date _____

EXHIBIT B - SCHEDULE OF PRICES

Security System Services

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF CONSULTANT: _____

MAIN BUSINESS ADDRESS: _____

The undersigned, declares that it has carefully examined the proposed work and all other documents referred to or mentioned herein and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached (Appendix A.), to complete the Work titled "Security System Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Schedule of Prices

Item	Cost
1. Village Hall Front Door Access Control	\$
2. Village Hall Back Door Access Control	\$
3. Annual Service Costs	\$

Labor rates for ongoing maintenance and repairs as identified herein.

	<u>Business Hours</u> Monday - Friday	<u>After Hours</u> Monday - Friday	<u>Weekend Hours</u> Saturday - Sunday	<u>Hourly Rate</u> Federal Holiday
Electrician	\$	\$	\$	\$
Forman	\$	\$	\$	\$
System Support	\$	\$	\$	\$

Markup of Materials Above Vendor Cost		%
Minimum Call- out Hours	Outside of Normal Business Hours	\$

Schedule of Prices (cont.)

On-Call Response Times	Minutes/Hours
Business Hours (Monday – Friday)	
Emergency	
Number of Employees Available for Emergency Calls	

Business work hours shall be Monday through Friday from 7:00 am until 4:00 pm. Afterhours work shall be Monday through Friday from 4:01pm until 6:59 am Weekend Hours shall be all day Saturday and Sunday , and Holiday hours shall only be Federally recognized Holidays all day.

Labor rates shall include all transportation costs and equipment necessary to perform annual maintenance/preventative maintenance. No allowances shall be made for transportation costs for routine/standard equipment.

In the event additional equipment is necessary to perform services, the Consultant shall receive prior approval in writing from the Village. Failure to obtain prior approval could result in non-payment by the Municipality.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

NOTE TO CONSULTANTS: Any and all exceptions to these specifications MUST be clearly and completely indicated with the submittal. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your proposal to be disqualified. Fax and e-mail Proposals are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown on any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Consultant hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____

SCOPE OF SERVICES

OVERVIEW

The Village of Buffalo Grove requires a vendor to provide maintenance to its Access Control and Video Surveillance Systems at locations identified herein.

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

1. Consultant must have the following qualifications:
 - a. Minimum of 5 years of experience maintaining Access Control and Video Surveillance Systems.
 - b. Consultant shall be a factory authorized service provider for Genetec Security Desk for both Access Control Systems and Video Surveillance Systems.
 - c. Consultant shall have provided support to a Genetec Security Desk System within the last 12 months from the date of the request for proposals.
 - d. Consultant shall hold and maintain a current and active Contractor's License

2. Scope:
 - a. Consultant shall install all required lock and door hardware, install access controls, run required wiring, and perform all tasks required to integrate the Village Hall Front Door and/or Back Door into the existing Genetec Security Desk 5.5 access control system.
 - b. Consultant to provide ongoing maintenance of Access Control Systems and Video Surveillance Systems which include warranty maintenance services, trouble-shooting, repair or replacement of existing hardware and software systems including but not limited to card readers, surveillance cameras, digital video recorders (DVR), servers, PC "client" computers, software upgrades, etc. Include in your response the number of hours included in the Annual Service Costs.

3. Service Level Requirements:
 - a. Consultant shall provide 24 hour emergency service with a 4 hour response time*.
 - b. Consultant shall provide non-emergency service within a 48 hour response time.
 - c. Consultant shall provide written notification of all software upgrades and patches and provide installation assistance.
 - d. Consultant shall provide an annual review of the access control and video system, make recommendations for adjustments, and provide cost estimates for all recommended work. No annual maintenance work shall be performed without prior approval in writing from the Village.
 - e. Consultant shall provide documentation of all maintenance work performed on the Access Control System and Video Surveillance Systems. All work reports shall be made available 14 days after requested by the Village.
 - f. Consultant shall bill in increments of 15 minutes after the first hour.

*The awarded Consultant shall provide, as a condition of award, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency.

Failure to provide emergency services as identified herein could result in disqualification and termination of the Contract.

4. New Parts and Materials:

- a. Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the Consultant warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.
- b. For all parts supplied as part of this contract, a markup of no more than 10% will be allowed on all parts that are charged to the Village. The Consultant shall furnish original purchase receipt to the Village upon request for verification purposes.

5. Village of Buffalo Grove Facilities:

Village Hall
50 Raupp Blvd
Buffalo Grove IL 60089

Police Department
46 Raupp Blvd
Buffalo Grove IL 60089

Fire Administration
1051 Highland Grove Drive.
Buffalo Grove IL 60089

Public Works
51 Raupp Blvd
Buffalo Grove IL 60089

6. Potential Projects

In addition to regular calls for maintenance and emergency repairs the Village is interested in pursuing the following projects in upcoming years.

1. Additional door access controls at Village Hall
2. Replacement of existing access controls at the Police Department
3. Consolidation of existing Genetec Servers
4. Installation of security cameras and access controls at the Public Works Department.
5. Installation of additional security cameras and access controls at the Fire Department.

7. Personnel

The Village requires background checks on all Consultant's employees including its subcontractors. Prior to commencing work, the Consultant shall submit to the Village Manager or designee, immigration documents (if applicable), and driver's license numbers of all employees to be engaged in work specified herein or having access to the buildings in an inspecting or supervisory capacity and the Consultant shall cause to be completed fingerprint charts and criminal history statements of all employees.

PROPOSAL RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions. Font size should be no smaller than 10 point.

Please include all information requested.

I. Response Documents

Services

- The Consultant should provide and describe in detail their current process for how this work is currently being done in each of the specified areas.
 - Security Cameras
 - Access Controls
 - Genetec Software Configuration
- A project schedule which should outline a specific timeline for each of services areas as detailed in the Scope of Services.

Qualifications

- A list of key personnel to be assigned to this work.
- Resumes for each of the above mentioned personnel.
- Identify portions of this service, if any, that you will subcontract. References of subcontracted companies to be assigned to the work.

Experience and References

- Related experience during the past five (5) years including at least three (3) references of similar scope work: include name, phone number, and email address.
- Consultant should have a minimum of ten (10) years demonstrated experience and expertise in the successful installation and configuration of security cameras, access controls, and software configuration.

II. Forms

Please fill out and include the following forms (included in the RFP) in your response.

- Village of Buffalo Grove Public Contract Statements
- Schedule of Prices
- Reference List

III. Professional Services Agreement.

The Village intends to use the Agreement as attached as Appendix A. Any exceptions to the scope of services or Contract Documents must be provided via separate cover with the submittal

SUBMISSION OF WRITTEN RESPONSES

Consultants interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Village of Buffalo Grove and will not be returned to the Consultants. All costs associated with submission preparation will be borne by the submitter.

Consultant Ranking

Based on results from the written responses to the RFP and client reference responses, the Village will rank the finalist Consultants. If the Village deems it necessary, finalists will be contacted to respond to questions from staff.

Evaluation Breakdown

All responses will be ranked in three categories: Services, Qualifications and Experience, and Cost. Each category will then be weighted as shown below.

- Services - 40%
- Qualifications and Experience– 25%
- Cost – 35%

RFP Schedule

Task	Timeline
Selection of finalist and Intent to Award*	February 21, 2020
Award of Contract *	March, 17, 2020

*The schedule may be modified by the Village if it is deemed to be in the best interests of the Village of Buffalo Grove.

APPENDIX A. CONTRACT
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
SECURITY SYSTEM SERVICES

THIS AGREEMENT is dated as of the ___ day of _____ ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant 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. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant Identified below to provide all necessary Security System Services and to perform the work in connection with the project identified below:

Company ("Consultant")
Street
City, State Zip
Attn: Contact Name
Phone
Email:

B. Project Description. The Consultant shall provide Security System Services for the Village as detailed in the attached Exhibit A (the "**Services**") relating to tasks and activities necessary to serve the Village and as assigned to the Consultant by the Village in accordance with this Agreement (each such task or activity being the "**Work**").

C. Representations of Consultant. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Security System Services set forth in Exhibit A in a manner consistent with the standards of professional practice.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Consultant; Services.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services relating to the Work. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- B. **Commencement.** The Consultant shall commence the Services on _____. The Consultant shall diligently and continuously prosecute the Services until the termination of this Agreement.
- C. **Reporting.** The Consultant 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 (the “**Agreement Amount**”).
- B. **Invoices and Payment.** The Consultant shall submit invoices and certified payroll to the Village for all Services and subcontractor and third-party services monthly. The invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B, subject to the Agreement Amount. For Services billed on an hourly basis, the time devoted to such Services shall be rounded to the nearest quarter of an hour. The Village shall pay to the Consultant the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Consultant 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 Consultant 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 Consultant wishes to make a claim for compensation in addition to the Agreement Amount as a result of action taken by the Village, the Consultant 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 Consultant, the Consultant shall proceed with all of the Services required to complete the Work 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 Consultant.
- 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.
- G. **Escalation**
Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the anniversary of the Commencement Date. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Agreement and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

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

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; 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 Consultant. 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 Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, prior to reassigning, or after receiving notice of the resignation of, any Key Project Personnel. The Consultant 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, reassignment, or resignation or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Consultant 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 Manager in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Consultant 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 Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Third-Party Services.** In furtherance of the Consultant's Services, it may be appropriate to hire third parties to provide services on the Village's behalf. These services may include such things as third party consulting services or investigators. Consultant may assume responsibility for retaining the appropriate third-party service providers. When the Consultant secures third-party services in furtherance of its representation of the Village, the Village will be responsible for paying all fees and expenses directly to the service providers or reimbursing the Consultant for these expenses (all without mark-up by the Consultant).
- E. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall, immediately upon notice from the Village Manager, remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Consultant shall employ competent staff and, at the request of the Village Manager, shall exclude any incompetent, unfaithful, abusive or disorderly staff or subcontractor from providing Services on behalf of the Village.

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 Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant 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 Consultant or the Village; or (iv) to have been supplied to the Consultant 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.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Consultant.** The Consultant 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 Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Consultant shall use reasonable measures as are necessary to meet all professional standards and are at least as strict as those the Consultant uses to protect its own confidential information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Consultant 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 during the Time of Performance. All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of IT or his designated representative. All work performed by the Consultant shall be warranted by the Consultant following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.
- B. **Insurance.** Consultant shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

- a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- c) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- d) Owners and Consultants Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.

2. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

- a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- b) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- d) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- b) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- d) The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that 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.
- e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- g) The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that

applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

5. All Coverages:

- a) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Consultant or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- b) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

7. Verification of Coverage

Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

8. Subcontractors

Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

9. Assumption of Liability

The Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

10. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

11. Failure to Comply

In the event the Consultant fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Consultant.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Consultant 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 Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. **Conflict of Interest.** The Consultant shall at all times abide by related professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant 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 Consultant 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 Consultant 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 Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant 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 Consultant 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 5/2-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant 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 B.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- F. **Compliance with Laws and Grants.** Consultant 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. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services.

Consultant 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 Consultant'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.

- G. **Default.** If the Consultant 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 Consultant'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 Consultant.** The Village may require the Consultant, 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 Consultant 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 Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- H. **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 Consultant or with any vendor solicited or recommended by the Consultant.
- I. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- J. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Consultants engaged by the Village.
- K. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing herein shall limit the Consultant's right to identify the Village as a client of the Consultant or from disclosing matters arising from the relationship between the Village and the Consultant that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq).
- L. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant 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 Consultant shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- M. **Favorable Terms**

Consultant represents that all of the benefits and terms granted by Consultant herein are at least as favorable as the benefits and terms granted by Consultant to other Illinois Home Rule Municipalities

Should Consultant enter into any subsequent agreement with another Illinois Home Rule Municipality, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Consultant shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Consultant shall amend this Agreement to contain the more favorable terms and conditions.

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 Consultant without the prior written consent of the other party. Notwithstanding the foregoing, for any project the Village reserves the right to retain additional or alternative counsel as the Village determines is in its best interests.
- 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. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Consultant in rendering the Services.

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: brobinson@vbg.org

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

Company ("Consultant")
 Street
 City, State Zip
 Attn: Contact Name
 Phone
 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 Consultant 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 Consultant 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. **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.
- 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 Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
- Q. **Freedom of Information.** Subject to the Illinois Rules of Professional Conduct (particularly rules and provisions governing client confidentiality), the Consultant will cooperate with and advise the Village regarding matters arising under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

SECTION 8. GENERAL PROVISIONS (cont.)

N. **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.

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.

VILLAGE OF BUFFALO GROVE

By: _____

Dane Bragg, Village Manager

Date: _____

Consultant

By: _____

Title: _____

Date: _____

CONTRACT EXHIBIT A

[Description of the Work]

CONTRACT EXHIBIT B

[Schedule of Prices]