



**Request for Proposals (RFP)**

**For Parking Revenue and Access Control Systems for Two Public Parking Facilities  
and a Public-Private Parking Facility within the Village of Oak Park**

**Village of Oak Park**

**Proposal No.:**

15-120 Parking Services

**Date Issued:**

July 22, 2015

**Proposal Deadline:**

Friday, August 14, 2015 at 5:00 p.m. local time

**Sealed Proposals to be returned to:**

Jill Velan, Parking and Mobility Services Director  
Oak Park Village Hall  
123 Madison Street  
Oak Park, IL 60302

Monday – Friday  
8:30 am to 5:00 pm

**Proposal Bond: Not Applicable**

**Contract Bond: Not Applicable**

VILLAGE OF OAK PARK

PROPOSAL NO.: 15-120 PARKING SERVICES  
PROJECT NAME: Parking Revenue and Access Control Systems for Two Public Parking Facilities  
and a Public-Private Parking Facility within the Village of Oak Park  
DATE ISSUED: July 22, 2015

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REQUEST FOR PROPOSALS FOR PARKING REVENUE AND ACCESS CONTROL SYSTEMS FOR TWO PUBLIC  
PARKING FACILITIES AND A PUBLIC-PRIVATE PARKING FACILITY WITHIN THE VILLAGE OF OAK PARK

The Village of Oak Park (“Village”) and WDF-3 Wood Oak Park Owner, LLC (the “Developer”), together sometimes referred to collectively as the “Owner,” are seeking proposals from highly qualified parking revenue and access control systems vendors (hereinafter referred to as “Vendor”) to provide parking revenue and access control equipment and installation at two public parking facilities and one public-private parking facility in the downtown area of Oak Park, Illinois. The facilities include: the Holley Court Parking Garage at 1125 Ontario Street consisting of 1213 parking stalls, with three access points; the Avenue Parking Garage at 720 North Boulevard consisting of 535 parking stalls, with one access point; and a new public-private parking garage which will consist of 588 parking stalls, with one access point.

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## **Project Description**

### ***Location***

The Holley Court Parking Garage is located at 1125 Ontario Street, Oak Park, Illinois.

The Avenue Parking Garage is located at 720 North Boulevard, Oak Park, Illinois.

The new public-private parking garage will be located at 150 Forest Avenue, Oak Park, Illinois.

### ***Parking Facilities Description***

The Holley Court Parking Garage is a 1213 parking stall facility with three access points. The First access point includes one entrance lane, one exit lane and one reversible entrance/exit lane. The second access point includes one entrance lane and two exit lanes. The third access point includes one entrance lane. There are five cash/credit pay-on-foot stations and four pay-in-lane gates. The management and security offices are located on the ground floor.

The Avenue Parking Garage is a 535 parking stall facility with one access point. This access point includes one entrance lane, one exit lane and one reversible entrance/exit lane. There are 2 cash/credit pay-on-foot stations and one pay-in-lane gate. The management and security offices are located on the ground floor.

The new parking garage at Lake Street/Forest Avenue will be a 588 parking stall facility with one access point. There will be one entrance lane, one exit lane and one reversible entrance/exit lane. There will be 2 cash/credit pay-on-foot stations, one credit only pay-on-foot station and two pay-in-lane gates. The management and security offices are located on the second floor.

## Scope of Services/Specifications

### Monthly Parking

Proximity readers should be embedded in entry stations. The monthly parking system should feature programmable time zones and “car sharing (carpooling)” capabilities for each entry and exit lane.

### Transient Parking

Entry stations should dispense time and date encoded **bar code** tickets. Exit stations must accept time and date encoded bar code tickets, validation tickets, and have a credit card-out option. All credit card transactions will be in “real time”. All lanes will be armed with magnetic detection loops and include closing loops. All entry and exit stations and pay stations should have programmable annunciation capabilities.

### Audio

Intercoms (15 for Holley Court Garage, 8 for Avenue Garage and 8 for new public-private garage) for all equipment and the garage office are requested. The audio system should provide as an option for a hand-held interface (quote both cell phone and radio options) and 2 office stations, one for the garage management office and one for the security office in each of the three garages.

### Video (provided by others)

### Equipment

The proposal should include the following equipment:

#### The Holley Court Parking Garage

- A. 3 Transient/Monthly Entry lanes
  - 3 entry stations with voice activation
  - 3 barrier gates
  - 3 intercoms integrated into entry stations
  - 3 proximity readers integrated into entry stations
  - 3 lot full signs
  - Loops, detectors & controllers
- B. 1 Reversible transient/monthly Entrance/Exit lane
  - entry station with voice activation
  - exit station with voice activation and pay-in-lane capability
  - 2 barrier gates
  - 2 intercoms integrated into entry/exit stations
  - 2 proximity readers integrated into entry/exit
  - lot full sign
  - Loops, detectors & controllers
- C. 3 Transient/monthly Exit Lane
  - 3 exit stations with voice activation and pay-in-lane capability
  - 3 barrier gates
  - 3 intercoms integrated into exit station
  - 3 proximity readers integrated into exit station
  - Loops, detectors & controllers

- D. Pay stations
  - 4 “full blown” cash & credit card pay-on-foot stations with two change cassettes, note safe, and voice activation
  - 2 credit card only pay-on-foot stations with voice activation
  - intercoms integrated into each pay-on-foot-station
- E. License Plate Recognition
  - LPR in each lane including reversible lane (as an option)

### **The Avenue Parking Garage**

- F. 1 Transient/Monthly Entry lane
  - entry station with voice activation
  - barrier gate
  - intercom integrated into entry station
  - proximity reader integrated into entry station
  - lot full sign
  - Loops, detectors & controllers
- G. 1 Reversible transient/monthly Entrance/Exit lane
  - entry station with voice activation
  - exit station with voice activation and pay-in-lane capability
  - 2 barrier gates
  - 2 intercoms integrated into entry/exit stations
  - 2 proximity readers integrated into entry/exit
  - lot full sign
  - Loops, detectors & controllers
- H. 1 Transient/monthly Exit Lane
  - exit station with voice activation and pay-in-lane capability
  - 1 barrier gate
  - 1 intercom integrated into exit station
  - 1 proximity reader integrated into exit station
  - Loops, detectors & controllers
- I. Pay stations
  - 2 “full blown” cash & credit card pay-on-foot station (one for each lobby) with two change cassettes, note safe, and voice activation
  - credit card only pay-on-foot station with voice activation
  - intercoms integrated into each pay-on-foot-station
- J. License Plate Recognition
  - LPR in each lane including reversible lane (as an option)

### **New development at Lake Street and Forest Avenue**

- K. 1 Transient/Monthly Entry lane
  - entry station with voice activation
  - barrier gate
  - intercom integrated into entry station
  - proximity reader integrated into entry station
  - lot full sign
  - Loops, detectors & controllers

- L. 1 Reversible transient/monthly Entrance/Exit lane
  - entry station with voice activation
  - exit station with voice activation and pay-in-lane capability
  - 2 barrier gates
  - 2 intercoms integrated into entry/exit stations
  - 2 proximity readers integrated into entry/exit
  - lot full sign
  - Loops, detectors & controllers
- M. 1 Transient/monthly Exit Lane
  - exit station with voice activation and pay-in-lane capability
  - 1 barrier gate
  - 1 intercom integrated into exit station
  - 1 proximity reader integrated into exit station
  - Loops, detectors & controllers
- N. Pay stations
  - 2 “full blown” cash & credit card pay-on-foot station (one for each lobby) with two change cassettes, note safe, and voice activation
  - credit card only pay-on-foot station with voice activation
  - intercoms integrated into each pay-on-foot-station
- O. License Plate Recognition
  - LPR in each lane including reversible lane (as an option)

### **Garage Office/Security office**

#### **Holley Court and Avenue Parking Garages**

Managed by the Village and equipment must have integration capabilities with the Village’s other operating systems (e.g. permits, LPR, citations, etc.)

- A. 2 Management stations for revenue and access control
- B. 4 Audio head ends and video panel monitors (user friendly by floor and specific equipment), 2 for each parking garage.
- C. Option: 4 hand held radios for remote communications and remote barrier gate vending
- D. 10 merchant validators
- E. 2 bulk ticket discount encoder (validator)
- F. 1800 proximity cards
- G. Software for transient and monthly parking revenue and vehicle volume reporting, access control for monthly parking (including car sharing or carpooling) reporting, vehicle capacity monitoring (space counting)/reporting, and credit card processing/reporting
- H. 2 intercoms mounted outside the garage offices
- I. Option: software and licenses for third party reseller (ParkWhiz, SpotHero, and Parking Panda, etc.) integration

### **New development at Lake Street and Forest Avenue**

Managed by a third party operator but equipment must have integration capabilities with the Village's operating systems (e.g. permits, LPR, citations, etc.)

- J. Management station for revenue and access control
- K. 2 Audio head ends and video panel monitors (user friendly by floor and specific equipment), 1 for each office
- L. Option: 2 hand held radios for remote communications and remote barrier gate vending
- M. 5 merchant validators
- N. 1 bulk ticket discount encoder (validator)
- O. 600 proximity cards
- P. Software for transient and monthly parking revenue and vehicle volume reporting, access control for monthly parking (including car sharing or carpooling) reporting, vehicle capacity monitoring (space counting)/reporting, and credit card processing/reporting
- Q. 1 intercom mounted outside the garage office
- R. Option: software and licenses for third party reseller (ParkWhiz, SpotHero, and Parking Panda) integration

### **Miscellaneous**

- A. Bollards (as an option) and bollard sleeves per unit price
- B. Real time credit card transactions and EMV compliant
- C. Remote management software & hardware for revenue and access control and audio systems
- D. Cut sheets on all hardware
- E. Detailed description of all reports capable on the systems
- F. Individual auxiliary UPS units to protect system PC's
- G. Telecommunications requirements specified
- H. At least 2 Year Warranty on Parts & Labor
- I. Maintenance Contract proposal for at least 4 years following warranty period (to include all equipment software/systems, EMV and PCI upgrades)
- J. 20 hours of on-site training
- K. Provide a line item proposal**
- L. Installation, delivery and freight charges should be included in the proposal and detailed separately from equipment hardware and software. Conduit provided to islands, elevator lobbies, and within islands by Owner. Wire pulling to all equipment islands/ equipment will be the responsibility of the Equipment Vendor.
- M. Equipment vendor will be required to provide parking layout specifications and drawings, riser drawings, and "as-built" drawings upon completion.
- N. System needs to have integration capabilities with the Village's other operating systems
- O. Acceptable Equipment Vendors include but may not be limited to:
  - 1. Amano McGann
  - 2. DataPark
  - 3. Designa
  - 4. Magnetic (gates only)
  - 5. Scheidt & Bachmann
  - 6. SkiData
  - 7. TIBA

# Proposal Requirements

Proposals shall include:

## 1. General Description & Creditworthiness of Vendor

Please provide a general description of your company, the history, and a description of experience and ability to provide the services requested. Include the number of years the company has been in business in the greater Chicago area, the location of the corporate headquarters, the location of operations management, and the total number of people employed by the company locally in the greater Chicago area. Note any and all names that the company has operated under since 2009. Identify whether the submittal is for the parent company, subsidiary, division, or branch office. If requested, provide corporate financial statements or evidence of credit worthiness for Owner review.

## 2. Recommendations

List at least 3 references from fully automated parking facilities (with one facility having at least 500 parking stalls). Indicate commencement dates, duration and type of operation, and size of these facilities. Identify contact names and telephone numbers of owner/representatives/operator for these facilities.

## 3. Key Project Personnel

Identify all key personnel directly involved in this Project and provide information on their backgrounds including education, experience, and professional designations. Include any other relevant credentials.

## 4. Schedule/Plan for Installation of Equipment

Provide a schedule for assumption of installation of equipment based on a Mid-October through December, 2015 deadline.

## 5. Insurance Program

All insurance programs will be required to be in conformance with Owner's standards as described later in this document and any applicable Contract with the selected Vendor.

## 6. Contract

The Owner will provide at a later time a copy of a proposed contract. Notwithstanding the foregoing sentence, the contract shall have a 30-day cancellation right for the Owner. Indicate revisions requested in redline which the Owner may accept or reject at its sole discretion.

## 7. Village of Oak Park Attachments per Exhibits A-F

Please complete and attach copies of the following forms with your proposal.

**Exhibit A** - Proposal Form

**Exhibit B** - Organization of Proposing Firm

**Exhibit C** - Compliance Affidavit

**Exhibit D** - M/W/DBE Status

**Exhibit E** - EEO Report

**Exhibit F** - No Proposal Explanation



# Proposal Instructions

## *Submittal Instructions*

The Owner will receive proposals at the Oak Park Village Hall, Monday through Friday, 8:30 am to 5:00 pm, at 123 Madison Street, Oak Park, Illinois 60302. Proposals should be submitted by 5:00 pm local time, Friday, August 14, 2015. **Proposing firms should indicate the Proposal Number and Project Name on the outside of their envelope.** Proposers are to submit six (6) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy on a CD or thumb drive. Hard copies are preferred in 8 ½ x 11 format.

## *Questions regarding RFQ/RFP and visits to the site*

Questions regarding this request and other related documents should be submitted in writing to Jill Velan, Director, Village of Oak Park, Parking and Mobility Services, 123 Madison St., Oak Park, IL 60302, or by email to: [jvelan@oak-park.us](mailto:jvelan@oak-park.us), no later than Wednesday, August 5, 2015 at 5:00 p.m. local time.

A log of vendor questions will be maintained and answers shared with all vendors who have given their contact information to the Village via email.

## *RFP Schedule*

The result of this RFP process will be a negotiated contract with the selected Vendor. The Owner reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. The Owner anticipates the following timeline in awarding the contract:

- RFP Distributed: July 22, 2015
- Questions or Clarifications Deadline: August 5, 2015
- Proposals Received: August 14, 2015
- Equipment Demonstrations: Week of August 17, 2015
- Contract Awarded: September 2015
- Equipment installation: October-December 2015

# Village of Oak Park Terms and Conditions

## Preparation and Submission of Proposal

All Proposals must be delivered to the Oak Park Village Hall by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed Proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. The Proposal must be signed by an officer of the company who is authorized to enter into contracts on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

## Award of Contract

The contract will be awarded in whole or in part to the responsible Vendor or Vendors whose proposals, conforming to the Request for Proposals, will be most advantageous to the Village; price and other factors considered.

## Costs of Preparation

The Owner will not be responsible for any expenses incurred by the Vendor in preparing and submitting a Proposal.

## Taxes not Applicable

The Village of Oak Park as a municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Vendors should exclude these taxes from their prices.

## Withdrawal of Proposals

Any Vendor may withdraw their proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. However, no Vendor shall withdraw or cancel their proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals; the successful Vendor shall not withdraw or cancel their proposal after having been notified by the Director of Parking and Mobility Services or her designee that said proposal has been accepted by the Village Board of Trustees.

The Village Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal unless the Vendor includes a restrictive limitation.

## Investigation of Vendors

The Owner will make such investigations as are necessary to determine the ability of the Vendor to fulfill Proposal requirements. If requested, the Vendor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached RFP. In addition, the Vendor shall furnish the Owner with any information the Owner may request, and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Owner reserves the right to visit and inspect the premises and operation of any Vendor.

## Competency of Vendor

No proposal will be accepted from or contract awarded to any person, firm or corporation that appears to be in default, or in any debt of any contract. The Vendor, if requested, must present evidence to the Parking and Mobility Services Director of ability and possession of necessary staff, facilities, equipment and financial resources to comply with the terms of the attached specifications and proposals.

### Rejection of Vendor

The Owner will reject any Proposal from any person, firm or corporation that appears to be in default or arrears on any debt, contract or the payment of any taxes. The Owner will reject any Proposal from a Vendor that failed to satisfactorily complete work for the Owner under any previous contract.

### Conditions

Vendors are advised to become familiar with all conditions, instructions and specifications governing this request for proposals. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### Village Ordinances

The Vendor will strictly comply with all ordinances of the Village of Oak Park and laws of the State of Illinois.

### Governing Law

All contracts entered into by the Village of Oak Park are governed by the Laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

### Subletting of Contract

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park or as noted in the Vendor's Proposal. In no case shall such consent relieve the Vendor from its obligations or change the terms of the contract.

### Interpretation of Contract Documents

Any Vendor with a question about this Request for Proposal may request an interpretation thereof from the Village. If the Owner changes the RFP, either by clarifying it or by changing the specifications, the Owner will issue a written addendum, and will email a copy of the addendum to all prospective Vendors who have given their contact information to the Village. The Owner will not assume responsibility for receipt of such addendum. In all cases, it will be the Vendor's responsibility to obtain all addenda issued. Vendors will provide written acknowledgment of receipt of each addendum issued with the Proposal submission.

### Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Vendors and sub-Vendors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

### Contract

The selected company will enter into a contract with the Owner to provide and install parking revenue and access equipment. The Contract shall be executed by the Vendor and returned, together with the Contract Bond, if applicable, within ten (10) calendar days after the Contract has been mailed to the Vendor. The Vendor shall execute three copies of the Contract. One fully executed copy will be returned to the Vendor

### Contract Bond

When required by the cover page, the successful Vendor shall, within ten (10) calendar days after award of Contract, furnish a Contract Bond in the amount of one hundred percent (100%) of the contract price. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the sub-Vendors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the contract to be executed.

### Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorney's fees and costs.

### Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

### Hold Harmless

Vendor will be required to agree, to the fullest extent permitted by law, to indemnify, save harmless and defend the Village of Oak Park, its elected officials and employees and Golub & Company, LLC d/b/a WDF-3 Wood Oak Park Owner, LLC, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees and agents (the indemnified parties), against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, compensation, court costs and attorneys' fees which the indemnified parties may accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including death to any person, including Vendor's employees, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the Vendor's, or anyone whose acts for the Vendor, performance of the work contracted as a result of this RFP.

Vendor shall hold the Owner harmless from any loss arising due to injury or accident to the public or its workers, or from theft of materials stored at the job site.

### Insurance

The Vendor will be required to obtain and maintain in force during the performance of the contract insurance as required herein. Vendors shall not begin work until all the required insurance has been obtained and until the Owner has received proof, acceptable to the Owner Attorneys, of the Vendor's insurance as required herein stating that such policies will not be canceled, transferred or terminated prior to 30 day written notice, except for nonpayment of premium to the Owner. The Vendor shall not allow any sub-Vendors to commence work on any sub-contract until insurance as required by contract have been obtained and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the Owner and shall be of the following kinds and with at least the following limits of coverage:

1. Worker's Compensation Insurance as required by applicable statute. The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, employees, agents and volunteers and the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents.

2. Employers Liability in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial General Liability Insurance with a minimum limit per occurrence of \$2,000,000, including but not limited to coverages included in and as broad as the standard ISO Commercial General Liability policy form (CG 00 01). A minimum general aggregate limit of \$4,000,000 shall also be provided. The policy will name the Owner, the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents, and Village of Oak Park its officers, officials, employees, agents and volunteers as an additional insureds on a primary non-contributory basis with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, if applicable; premises owned, including managed, occupied or used by the Contractor. The insurer shall agree to waive all rights of subrogation against the Owner, the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents, and the Village, its officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents or volunteers and the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents. The required limits may be achieved through the combination of Commercial General Liability and Umbrella/Excess Liability, if necessary. If a blanket policy covering multiple locations, the limits herein must apply solely to this location.
4. Garage Liability including but not limited to the coverages included in the standard ISO Garage Liability form (CA 00 05) and CA 25 06 with minimum physical damage limits of \$5,000,000 each accident and liability limits of \$5,000,000. The Owner, the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents and the Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on a primary/non-contributory basis. The insurer shall agree to waive all rights of subrogation against the Owner, the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents, and the Village, its officers, officials, employees, agents and volunteers. If a blanket policy covering multiple locations, the limits herein must apply solely to this location.
5. Automobile Liability Insurance in amounts not less than \$1,000,000 Combined Single Limit. The Owner, the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents and the Village, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on a primary/non-contributory basis. The insurer shall agree to waive all rights of subrogation against the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents, and the Village, its officers, officials, employees, agents and volunteers.
6. Excess or umbrella liability insurance with limits of liability of not less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate in excess of underlying commercial general liability, automobile liability, employer's liability and garage coverage and garagekeeper's direct

legal liability . Coverage shall follow form of the underlying, including, but not limited to, additional insured and waiver of subrogation.

7. Crime Liability, including, but not limited to, coverage for employee dishonesty and loss sustained by the Village and the Developer committed by an employee not in collusion with the Village and the Developer's employees, with a limit of not less than \$1,000,000 each loss and a policy aggregate of \$5,000,000. The policy shall be endorsed with Third Party Crime Coverage.
8. Vendors shall include all sub-Vendors as insureds under its policies, or shall furnish separate certificates and endorsements for each sub-Vendor. All sub-Vendors will also be required to purchase and maintain the insurance required herein.
9. Any deductibles or self-insured retention must be declared to and approved by the Owner and the Village. All deductibles will be the responsibility of the Vendor. At the option of the Owner, the Developer or the Village, the insurer shall agree to reduce or eliminate such deductibles or self-insured retention as respects the Developer, its respective affiliates, subsidiaries, members, managers, partners, shareholders, trustees, beneficiaries, officers, directors, employees, volunteers and agents and the Village, its officers, officials, employees, agents and volunteers to ensure payment of any claims, in the event the Contractor does not or is unable to pay such deductibles or self-insured retentions.
10. Insurance is to be placed with insurers with an AM Best's financial rating of no less than A: VII. Additionally, all insurers must be licensed in to do business in the state of Illinois.
11. All insurance premiums shall be paid without cost to the agency. At the request of the Owner, the Developer or the Village, proof of payment for the required insurance coverage will be provided within five (5) days of the payment due date

### Termination of Contract

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Vendor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Vendor, in the event of default by the Vendor. Default is defined as failure of the Vendor to perform any of the provisions of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as it may deem appropriate, supplies or services similar to those so terminated. The Vendor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village of Oak Park that failure to perform the contract was due to causes beyond the control and without fault or negligence of the Vendor.

## **Evaluation Criteria**

The selection of a Vendor will be based upon a combination of the Vendor's overall qualifications; experience, approach to the Project, budgeting and financial matters; references; equipment compatibility. The location/proximity of local service/maintenance operations may also be considered. The first step will be to review the qualifications and experience of each respondent. The next step will be to conduct vendor interviews and equipment demonstrations to determine the Vendor's understanding of the scope of services required for the parking facility. The Owner may select several vendors to be interviewed and may make visits to similar facilities using equipment proposed by the respondents. After the interviews and demonstrations, a Vendor will be selected and a contract negotiated. This contract will be forwarded to the Owner for final approval.

The Director of Parking and Mobility Services shall represent and act for the Owner in all matters pertaining to this proposal and contract in conjunction therewith. The Owner reserves the right to reject any or all proposals and to disregard any informality on the proposals when in its opinion, the best interest of the Owner will be served by such action. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears of is in default to the Village of Oak Park upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village.

The Vendor, if requested, must present within forty-eight (48) hours evidence satisfactory to the Village of Oak Park of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

Criteria used to evaluate the proposals submitted include, but are not limited to, the following factors:

- Technical competence as evidenced by the proposal submitted;
- Equipment compatibility with overall Village of Oak Park Systems
- Experience in parking industry;
- References;
- Financial capacity of the Vendor;
- Vendor's commitment to fair employment practices;
- Reasonableness of the associated costs.

An effort by the Owner to negotiate a contract is not a commitment to award a contract. If the Owner is unable to reach an agreement for the required services, the Owner can terminate negotiations and continue with another selected respondent until such time as the Owner has negotiated an agreement that is in the best interests of the Owner. The Owner reserves the right to reject any or all proposals received as a result of this RFP. The Owner reserves the right to waive requirements and negotiate terms deemed to be in the best interest of the Owner. Subsequent procurement of the services described in this RFP will be done in accordance with all applicable Federal, State, and local requirements.

## **Confidentiality**

Responses to this RFP will become the exclusive property of the Owner. All documents submitted in response to this RFP may be regarded as public records and may be subject to disclosure. Protection from disclosure generally applies to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the Project, the Owner will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The Owner will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.

The Owner will endeavor to advise the respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the proposer, the proposer shall be solely responsible for notifying the submitting party of the request. The Owner's sole responsibility is to notify the proposer of the request for disclosure, and the Owner shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by any order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the Owner or its officers, employees, consultants, or sub-consultants.



# EXHIBIT A

## PROPOSAL FORM

The undersigned proposes to furnish revenue/access control equipment and **has included a line item proposal (attached).**

PRICE OF SPECIFIED:   Holley Court Parking Garage: \_\_\_\_\_  
                                  Avenue Parking Garage: \_\_\_\_\_  
                                  New Parking Garage: \_\_\_\_\_

Proposal Signature: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

(Print Name of Individual Signing)

being first duly sworn on oath deposes and says that the Vendor on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Vendor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal in accordance with the Request for Proposals and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Vendor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Vendor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: \_\_\_\_\_

(Seal - If Corporation)

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

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

In the State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

# EXHIBIT B

## ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

### **A. Corporation:**

The Vendor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

### **B. Sole Proprietor:**

The Vendor is a Sole Proprietor. If the Vendor does business under an Assumed Name, the

Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Vendor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

### **C. Partnership:**

The Vendor is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner

# EXHIBIT C

## COMPLIANCE AFFIDAVIT

I, \_\_\_\_\_, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) \_\_\_\_\_ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Vendor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: \_\_\_\_\_

Name and address of Business: \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the contracting business entity.

## EXHIBIT D

### M/W/DBE STATUS

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this RFP. For assistance in completing this form, contact the Department of Parking and Mobility Services at 708-358-7275, Ext 6759.

1. Vendor Name: \_\_\_\_\_
2. Check here if your firm is:
  - Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
  - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
  - Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
  - None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?  
\_\_\_\_\_ Number of full-time employees  
\_\_\_\_\_ Number of part-time employees
4. Similar information will be requested of all sub-Vendors working on this contract. Forms will be furnished to the lowest responsible Vendor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT E

## EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

**An EEO-1 Report may be submitted in lieu of this report**

Vendor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_  
 (Name of Person Making Affidavit) (Title or Officer)

of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 ( Signature ) ( Date )

## **EXHIBIT F**

### **NO PROPOSAL EXPLANATION**

If your firm does not wish to submit a proposal for the attached contract, please return the proposal along with any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Thank you.

PROPOSAL NO.: 15-120 Parking Services

PROPOSAL NAME: Parking Revenue and Access Control Systems for Two Public Parking Facilities and a Public-Private Parking Facility within the Village of Oak Park

DATE ISSUED: Wednesday, July 22, 2015

COMMENTS:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_