



Mayor  
Robert J. Lovero

**BERWYN POLICE DEPARTMENT**  
"Serving with Pride"



Chief of Police  
Michael D. Cimaglia

# City of Berwyn Police Department

## REQUEST FOR PROPOSALS

**Release Date:** February 16, 2018

**Materials and/or Service:** Berwyn Police Department Assessment Project

**Due Date:** March 21, 2018

**Solicitation Mailing Address:**

City of Berwyn Police Department  
6401 W. 31<sup>st</sup> Street  
Berwyn, IL 60402

Attention: Berwyn Police Department Assessment Project

**All Proposals must be sealed and received at the specified location by the date and time cited within. Late Proposals will not be considered. Proposers are advised to carefully read this entire Request for Proposals (RFP). Proposals that do not comply with all Instructions to Proposers may be disqualified.**

**All communications concerning this solicitation must be directed to the person identified within this RFP in Section H.**

**PROPOSERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE RFP.**

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## **A. INTRODUCTION**

This Request for Proposals has been developed by the City of Berwyn Police Department for the purpose of conducting an assessment of the police department function and overall operations.

The City of Berwyn was incorporated June 6, 1908. It is less than ten miles west of Chicago's main business district, the "Loop," and is situated between two major expressways, the Eisenhower (I-290) to the north and the Stevenson (I-55) to the south.

Berwyn residents have the convenience of railroad and bus transportation to Chicago and all its surrounding suburbs. METRA commuter railroad trains run directly through the heart of Berwyn's "Depot District," and the suburban PACE bus system serves all the main streets of the City. Residents and visitors find it easy to drive to and from the Chicago area's two main airports, O'Hare Field and Midway.

Berwyn enjoys a wide ethnic diversity of its residents. Large numbers of Czechs and Slovaks were part of the original settlers of the City, along with many Italians, Greeks, Poles, Yugoslavians, and Ukrainians. In recent years, many people of Hispanic, African, and Asian descent have settled in the City. Berwyn values its proud reputation as a residential community of hard-working, middle-class families. It is composed mainly of hardworking families merged with young professionals and individuals who practice a variety of religions and lifestyles.

The City has thriving business districts featuring retail, dining, and service-oriented businesses. MacNeal Hospital and Turano Baking Company are two of the largest employers, along with Berwyn's municipal government. Schools, churches, parks and recreation are all-important in Berwyn. The public-school system consists of elementary school districts #98 and #100 and Morton High School District #201, along with Morton Community College located in neighboring Cicero. Those schools are complemented by two parochial schools, St. Odilo and St. Leonard, which serve students from kindergarten through eighth grade 8.

Berwyn is home to many community service organizations that meet the needs of all residents. Many of these non-profit organizations receive funding through a Community Development Block Grant (CDBG). Berwyn operates the CDBG as a fund separate from city government and several employees oversee its administration. The Berwyn Development Corporation (BDC) is a 501(c)3 corporation established to work closely with the City to assist in administering four tax increment financing districts (TIF districts) to benefit businesses and residents and improve the City's economic status. The BDC also serves as a chamber of commerce for the City and operates a variety of programs that benefit residents and businesses alike.

Public safety is a top priority in Berwyn, and the City has a thriving police department. The police department is well-staffed with more than 200 police personnel sworn and civilian, as well as an auxiliary police unit and an active group of citizen volunteers. The department is comprised of four major divisions with supplemental units associated under each area.

Each individual division works collaboratively to make our community a better place to live. The goal of this department is to address community problems and assure a safe community environment. The Berwyn Police Department uses a variety of specialized units to deliver police services to City residents.

As Berwyn changes and evolves, the Police Department is undergoing a paradigm shift. Responding to the needs of the community in a timely, courteous and professional manner is paramount; however, the need to respond professionally to crimes in progress and to thoroughly investigate those same crimes with successful prosecution of offenders as the ultimate goal cannot be overlooked. The department is committed to continue to provide a very high level of professional, effective and efficient service to the citizens of Berwyn.

Organization: The Police Department, with a 2017 operating budget of \$ 25,000,000, has an executive management team consisting of the following:

- Chief of Police
- Deputy Chief of Police
- Four Division Commanders
- 

The department is divided into four divisions each directed by a Division Commander:

1. Field Operations
2. Staff Operations
3. Administrative Services
4. Support Services

|                                 |   |
|---------------------------------|---|
| <b>Demographics:</b>            | Berwyn comprises an area of 3.8 Square Miles  |
| <b>Physical boundaries:</b>     | North: Roosevelt Road South: Pershing Road East: Lombard Avenue West: Harlem Avenue |
| <b>Population:</b>              | 56,657  |
| <b>Median Age:</b>              | 32.0 Years  |
| <b>Median Household Income:</b> | \$53,819  |
| <b>Per Capita Income:</b>       | \$20,562  |
| <b>Average Home Value:</b>      | \$244,100   |

## **B. PURPOSE OF THE PROJECT**

The Berwyn Police Department is soliciting proposals to undertake a study of the overall operations of the Police Department on a contractual basis. It is the objective of the Berwyn Police Department to secure through an outsourced contract for a comprehensive analysis of the organization, department staffing levels, management structure, information technology, equipment, deployment of personnel, cooperation with other agencies, and overall effectiveness and efficiency. The greatest importance will be placed on the ability to utilize the analysis to establish goals and objectives for the Department over the next (10) years.

The firm must possess a broad knowledge of public safety operations with particular strength in Chicago Illinois area municipalities, small cities, patrol, crime prevention, emergency services, investigations, records, and administration.

### **C. SCOPE OF SERVICES**

CONSULTANT shall partner with the Berwyn Police Department to evaluate the department's existing staffing, organizational structure and processes as well as make recommendations for change. The desired outcome of this project is to determine an optimal organization including staffing levels, assignments, effective use of civilian, professional, and sworn staff, deployment schedules, and policies and procedures in order to provide the most effective, high quality police services to the community with long-term sustainability.

The review should include a detailed organizational and operational assessment of current Police Department law enforcement policy, procedure, systems, services, and structures to include understanding requirements under Labor Agreements. The assessment should include, but is not limited to:

#### **A. Targeted Assessment of Single Police Unit, Division or Internal Department**

Target specific analysis and evaluation on 1 primary unit of the police department. Based on continued incidents or procedural questions a department like Internal Affairs or one that lends itself to special oversight, training and monitoring requirements such as the narcotics division or patrol units dedicated to high-crime neighborhoods is usually the focus of this type of assessment.

#### **B. Police Department Staffing Study and Analysis**

This service includes a rigorous analysis of the department's core operations for every service unit. Data examined about citizen-initiated calls for service, department-initiated activities, and administrative activities is conducted. Close evaluation of geographic and temporal allocation as well as work schedules to test how they affect police staffing is performed. Staff interviews, focus groups, and ride-alongs in order to understand the department's members and how they view their work is conducted. Key emphasis is placed on staffing performance objectives in order to reflect community expectations about the use of discretionary time and permit the agency to meet its goals in proactive patrol and investigative strategies.

#### **C. Comprehensive Police Department Assessment**

Focusing on a police department's key investigative, operational, administrative, technical and organizational policies, practices and performance.

D. In addition to the 3 primary areas of assessment (A, B and C above in Section C), the following factors should be included when doing a formal report on the entire police department (sworn & civilian):

1. Mission, purpose and organizational alignment
2. Accountability and command and control effectiveness
3. Organizational structure, staffing and HR processes
4. Discipline, supervision and risk management
5. Constitutional policing and collaborative reform
6. Use of community-oriented policing strategies
7. Free speech
8. Crime-fighting strategies and tactics
9. Management of specialized units
10. Effectiveness of the internal affairs and staff inspection
11. Diversity in hiring and promotion
12. Labor relations
13. Training, career development and succession planning
14. Deployment methods and models
15. Effectiveness of support services and functions
16. Alternative service delivery approaches
17. Use of technology and communications systems
18. Evidence handling and storage
19. Integration of public safety services
20. Fiscal discipline, budgeting and cost allocation practices
21. Benchmarking and performance measures
22. Intelligence and information-sharing
23. Ethics, integrity and public trust

## **D. PROFILE**

Include the following with the submitted proposal:

1. Name, address and brief history of your firm (include local office locations).
2. List a minimum of three references, preferably police regional agencies of a comparable size or larger with like projects.
3. Include a cost proposal detailing personnel and all other costs associated with the project, including all licensing fees and projected costs outlined in Section C.
4. Up to five additional pages of additional information may be added if you deem it may be useful and applicable to this project.
5. DUNs and Bradstreet number and (Upon Request, the last 3 years of audited financial statements)

## **E. DELIVERABLES**

1. A comprehensive plan detailing the most cost-effective strategies that address the goals detailed above.
2. Projects completed in a timely fashion with projected time lines.
3. It shall be the responsibility of the vendor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendor's own risk.  
No plea of error or ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations shall be accepted as a basis for varying the requirements of the City of Berwyn Police Department, contingent on budgetary constraints.
4. Submission of a proposal assumes that submission of a RFP means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.
5. The vendor's contract entered into with the City of Berwyn Police Department for the work specified in this Request for Proposals shall be on a form specified and provided by the selected vendor. The provisions of the selected vendor's contract shall control in the event of a conflict or inconsistency among or between any provisions of the successful vendor's responsive proposal and contract entered into with the City of Berwyn Police Department by said vendor.
6. The City of Berwyn Police Department reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City of Berwyn Police Department, the Contractor shall furnish additional evidence as may be required by the City of Berwyn Police Department (beyond that which is required in response to this RFP) to evaluate its ability and resources to accomplish the work required by the scope of services herein. The City of Berwyn Police Department shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation

## **F. CONTRACTOR QUALIFICATIONS**

The Berwyn Police Department is seeking a consultant with experience and expertise in the analysis of municipal police department operations and management, and experience and expertise in program analysis and cost benefit analysis in order to make specific recommendations. The consultant will need to have the capacity to evaluate procedures, practices, and performance in delivering police services in partnership with the community. The consultant should be able to demonstrate experience addressing these issues with other municipal police departments within the last three years. Experience in writing and presenting reports for local government officials is desired, including the development of findings, conclusions, and recommendations.

## **G. PROPOSAL SUBMISSION**

Responses must be in accordance with the timeline below, and must address each RFP request/ question(s) point by point. **Responses must be received no later than:**

**10:00 AM on March 21, 2018**

Responses must be sent via mail to:

City Clerks Office  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402  
Attention: **Berwyn Police Department Assessment Project**

All envelopes MUST be sealed and marked:

**Berwyn Police Department Assessment Project**

Please note that a formal bid opening will take place on the following business day after the due date at City Hall:

**11:00 AM, March 21, 2018 at the Berwyn City Hall 2<sup>nd</sup> Floor Conference Room**

The City of Berwyn will evaluate all properly submitted proposals. Proposals will be evaluated based on the qualifications of the proposer, the responsiveness to this RFP, price, references, and the ability of the proposer to perform the project. The City of Berwyn may conduct interviews of all or some of the proposers, as it deems advisable. The City of Berwyn will select one vendor meeting specifications based on:

- A. Content of Proposal  
The proposal must be submitted using the format as indicated in the Proposal Requirements section, above.
- B. Preparation of Proposal  
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- C. Number of Proposals  
Three (3) paper copies and a digital copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.



D. Evaluation Criteria

Proposals will be evaluated according to the following criteria, listed in order of importance and scored using a weighted system:

1. Specialized experience and technical competence of the firm and its personnel considering the scope of work.
2. Recent experience and expertise with similar projects.
3. Proposed approach to accomplish the work required.
4. Proposed cost to perform the work.
5. Capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload.
6. Past record of performance on contracts with other governmental agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness and ability to communicate with a range of participants including elected officials, staff, members of the public and bargaining unit representatives.
7. Familiarity with types of problems applicable to the project.

**H. TERM OF SUPPORT CONTRACT**

The term of the support contract will last no less than two years from date of inception.

**I. QUESTIONS/REGISTRATION**

Please feel free to contact the Berwyn Police Department with any questions regarding this Request for Proposals. Questions should be directed to:

**Division Commander, Thomas O'Halloran,  
via email only @ to'halloran@ci.berwyn.il.us**

Please provide your name, company name, question, and phone number in your email. Questions must all be submitted no later than 5 days before due date. Any question after that time will not be answered.

**J. FREEDOM OF INFORMATION ACT**

The City of Berwyn cannot guarantee that the proposals or their contents will remain confidential. However, consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If a proposer desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked.

## **K. GENERAL TERMS AND CONDITIONS**

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City of Berwyn to pay any costs incurred by a proposer in its submission of a proposal or conducting any necessary studies or creating any necessary designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

If awarded an Agreement, proposers agree to comply with all applicable laws, regulations, and ordinances, including, without limitation, complying with the Illinois Prevailing Wage Act, 820 ILCS 103/0.01 et seq. for any portion of the project that is subject to the Prevailing Wage Act.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the Deadline for submittals. No proposal shall be withdrawn for 120 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period.

## **L. HOLD HARMLESS & INSURANCE PROVISIONS**

### *Description:*

This item shall consist of the Contractor's efforts to protect the Owner and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein.

### **Hold Harmless Provisions**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph.

The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

The Contractor expressly understands and agrees that any insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner **before starting the project**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first.

All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER must be named as an additional insured on a "primary, non-contributory basis".

A. **Minimum Limits of Insurance**

Contractor and his Subcontractors shall maintain limits of no less than:

1. **Contractors-**  
**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. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER shall be named as an Additional Insured on a Primary Non-Contributory basis. All coverage afforded the "Additional Insured" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. **Owners - Contractors Protective Liability:** **The Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily 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. The General Liability Policy shall include coverage for Contractual Liability. The OWNER will be the named insured on this Policy. There will be NO deductible or self-insured retention amount due on this policy.**

**The coverage afforded by this policy shall be primary and at no time shall any endorsements, additional forms, or riders be attached that would modify or limit said coverage.**

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
4. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

5. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

#### **M. PRESENTATION / INTERVIEW**

Vendors may be requested to make a presentation of their proposal for clarification only. All vendors agree to provide all such additional information as, and when, requested, at their own expense, provided no vendor in supplying any such information shall be allowed, in any way to change the structure originally submitted in its proposal or in any way materially alter or add to the solutions originally proposed.

#### **N. LOSS OF SERVICE**

The selected vendor's contract entered into by the City of Berwyn will provide a data exchange solution containing provisions governing the loss of service. Those provisions may allow The City of Berwyn to retain and offset any money payable to the vendor under the agreement against any damages incurred by the City of Berwyn or any third party arising under the Agreement.

#### **O. INDEMNIFICATION**

The vendor's contract entered into with the City of Berwyn Police Department will provide a service as outlined and may contain indemnification provisions, which may require the vendor to indemnify the City of Berwyn from all claims, costs, actions, damages, and expenses, including attorneys' fees, arising under the contract or the performance of, or failure to perform, the services under the contract.

## **P. NONDISCLOSURE**

The vendor's contract entered into with the City of Berwyn Police Department will provide a data exchange solution and may contain nondisclosure provisions which may prohibit the vendor from releasing information obtained from the City of Berwyn to the public.

## **Q. PREVAILING WAGE ACT**

All contractors hired by the City of Berwyn for construction projects shall abide by the prevailing rate of wages for laborers, workmen and mechanics, as may be required by appropriate law or ordinance.

## **R. BID RIGGING AND ROTATING**

State law requires that all bidders/contractors/vendors must execute the form attached hereto as Attachment A stating that the undersigned on behalf of the entity entering into a contract with the City of Berwyn certifies that:

1. This contract is not made in the interest of, or on behalf of, an undisclosed person, partnership, company, association, organization or corporation;
2. The Bidder/Contractor/Vendor has not in any matter directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of the contract price or to secure any advantage against the City of Berwyn or anyone interested in the proper contract;
3. This contract is genuine and not collusive or sham;
4. The undersigned, on behalf of the Bidder/Contractor/Vendor, certifies that it has never been convicted for a violation of State or Federal laws prohibiting bid rigging or rotating.

This completed form must be submitted with the proposal.

## **S. TAX COMPLIANCE**

A vendor entering into a contract with the City of Berwyn to provide said services will be required to make certifications on the contract, which certifications may include that:

1. The vendor is not barred from contracting with the City of Berwyn because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The vendor understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the City of Berwyn to recover all amounts paid to the entity under the contract in civil action; and
3. The City of Berwyn is exempt from paying sales tax and will not be charged for any sales taxes in connection with this Agreement.

## **T. EQUAL EMPLOYMENT OPPORTUNITY**

Illinois law requires that any contractor or vendor to the City of Berwyn and other public bodies in the State of Illinois agree to be bound by Illinois human rights laws and their nondiscrimination requirements. The law requires a nondiscrimination clause be included in the City of Berwyn' contracts and contract specifications.

## **U. SEXUAL HARASSMENT POLICY**

The undersigned, on behalf of the entity making this proposal or bid, certifies that it has and enforces a written sexual harassment policy pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) (the "Act").

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission; and
7. Protection against retaliation as provided by 6-101 of the Act.

***A copy of this document must be submitted as an appendix with the response to this RFP.***

## **V. ILLINOIS DRUG FREE WORKPLACE ACT**

Vendors who are parties to the City of Berwyn contract will comply with applicable legal requirements for a drug free workplace in the following manner by publishing a statement:

1. Notifying the employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
  - a. Specifying the action that will be taken against employees for violating this provision;
  - b. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Berwyn the employee will:
    - i. Abide by the terms of the statement;
    - ii. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
2. The Vendor has a drug free awareness program to inform employees about:
  - a. The dangers of drug abuse in the work place;
  - b. The policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation or employee assistance programs;

- d. The penalties that may be imposed upon an employee for drug violations.
3. The Vendor shall provide a copy of the required statement to each employee engaged in the performance of the contract with the City of Berwyn, and shall post the statement in a prominent place in the work place.
4. The Vendor will notify the City of Berwyn within ten (10) days of receiving notice of an employee's conviction.
5. The Vendor will make a good faith effort to maintain a drug-free workplace through the implementation of these policies.
6. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the workplace it shall:
  - a. Take appropriate action against such employee up to and including termination;
  - b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

## **W. CONFLICTS OF INTEREST**

No non-governmental Vendor may have on its Board of Directors (or comparable body), employ or have under contract for services:

1. Any present full-time officer or employee of the City of Berwyn or any part-time officer or employee of the City of Berwyn Police Department, or
2. Any present full-time officer or employee of the City of Berwyn Police Department on leave or any part-time officer or employee of the City of Berwyn Police Department currently on leave.
3. No officer or employee of the City of Berwyn Police Department, or an officer or employee's spouse/domestic partner or un-emancipated child/children can have an ownership interest in the vendor.

No former officer or employee of the City of Berwyn Police Department may appear before the Board on behalf of a non-governmental vendor within one year of the former officer or employee's termination of service with the City of Berwyn employees. An appearance before the Board includes all communications with the City of Berwyn. However, a former employee of the City of Berwyn is not prohibited from serving on a non-governmental vendor's board of directors (or comparable body), or from employment or contracting for services with the vendor, provided that the former employee does not appear before the City of Berwyn within one year of the termination of service with the City of Berwyn.

No former officer or employee of the City of Berwyn may have any involvement on behalf of a non-governmental vendor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the City of Berwyn.



In submitting a proposal in response to this RFP, the vendor warrants that, other than a bona fide employee or vendor regularly working as a sales representative for the vendor, no person, selling agency, or other entity has solicited or secured this agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.

The vendor shall not give, and in submitting a proposal in response to this RFP warrants that it has not given or promised to give, any gift or thing of value to an employee or any officer or other person whose salary is payable in whole or part by the City of Berwyn or other funds under a contract entered pursuant to this RFP.

Violations of this Section V may constitute a breach under the terms of the vendor's agreement(s) with the City of Berwyn, for which the members' remedies may include the rights to: (1) cancel and terminate the agreement and be relieved of all liability thereunder; (2) deduct all amounts paid by the vendor or other value given by the vendor in violation of this paragraph from payments made or to be made to the vendor under the agreement at any time; (3) require the refund of any funds paid thereunder; (4) any combination of the foregoing; or (5) any other action the City of Berwyn deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this Section V shall be grounds to find the vendor or its principals as not a responsible vendor on the City of Berwyn Police Department contracts.

## **X. GENERAL TERMS AND CONDITIONS**

Any response to this Request for Proposals is **IRREVOCABLE FOR 120 DAYS from the proposal opening date**. The City of Berwyn Police Department reserves the right to decline any or all proposals, in whole or in part, at any time prior to making a recommendation, for any reason, without liability being incurred by City of Berwyn Police Department or any the City of Berwyn to any vendor. All costs associated with the preparation of the vendor's proposal will be solely the responsibility of the vendor.

The City of Berwyn reserves the right to cancel the proposal call in whole or in part without making any recommendation in its sole discretion, without any liability being incurred by the City of Berwyn to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

The proposal submitted by the proponent prior to the opening date specified in this document shall become the property of the City of Berwyn and shall not be returned.

The City of Berwyn reserve the right to terminate any contracts entered into with vendors responding to the RFP on 30 days written notice if, in their opinion, the vendor fails to meet the terms and conditions of the contract.

Notwithstanding the termination of the contract, the successful vendor shall remain responsible for its obligations under its contract(s) up to the date of termination. Notwithstanding the termination of a contract by the City of Berwyn reserves the right to commence an action in a court of competent jurisdiction against the vendor for damages that result from the breach of the terms and conditions of the contract.

All of the terms and conditions of this Request for Proposals are assumed to be accepted by the proposers to this RFP and incorporated into their proposals.

A successful vendor shall not at any time subcontract any portion of its contracts with the City of Berwyn or assign a contract without the written permission of the City of Berwyn.

While the City of Berwyn has used considerable efforts to ensure an accurate representation of information in this Request for Proposals, the information contained herein is contained solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the City of Berwyn, nor is it necessarily comprehensive in respect to the matters addressed in the Request for Proposals.

Any proposal submitted which does not strictly comply with the provision, procedures and requirements of this Request for Proposals, or is incomplete, ambiguous, or which contains errors, alterations, misleading information, omissions or irregularities of any kind, may be rejected and disqualified at the discretion of the City of Berwyn.

All vendors agree to provide all such additional information as, and when, requested, at their expense, provided no vendor in supplying any such information shall be allowed, in any way to change the pricing or other costs quotations originally submitted in its proposal or in any way materially alter or add to the solution originally proposed.

All vendors agree not to disclose any information provided by City of Berwyn Police Department in this Request for Proposals to any third party.

**Contract Approval.** This RFP does not, by itself, obligate the City of Berwyn Police Department to recommend an award of contract.

**ATTACHMENT A – Bidding Requirements**

**BID RIGGING AND NON-COLLUSION AFFIDAVIT**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently of this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. The bidder further certified that he (they) is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 2012."

**(If an Individual)**

Signature of Bidder \_\_\_\_\_ (Seal)

Business Address \_\_\_\_\_

**(If a Partnership)**

Firm Name \_\_\_\_\_ (Seal)

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

Business Address \_\_\_\_\_  
Of All Partners \_\_\_\_\_  
Of the Firm \_\_\_\_\_  
\_\_\_\_\_

**(If a Corporation)**

Corporate Name \_\_\_\_\_ (Seal)

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

Business Address \_\_\_\_\_

Names of Officers: President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

Name of Bidder: \_\_\_\_\_

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

End of Section