

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 8, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Contract for Sign Ordinance Enforcement Services	Resolution Ordinance ✓ Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A motion is requested to approve a contract for sign ordinance enforcement services with SAFEbuilt, Inc. for \$27,360.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services* and *Continued Innovation*.

FISCAL IMPACT

The FY14 budget includes \$30,000 in the General Fund for this contract.

RECOMMENDATION

Staff recommends approval on the April 8, 2014 consent agenda.

BACKGROUND

The Village of Downers Grove sign ordinance established an amortization period for compliance with the sign ordinance that concludes May 5, 2014. Approximately 250 businesses must still come into compliance. Approximately 88% of signs are already in compliance. Businesses not in compliance have received written notice from the Community Development Department of the impending compliance deadline for three years in a row. Recently, about 10% of the noncompliant properties have initiated sign replacement efforts and another 10% have indicated a desire to seek a variation. Staff expects both numbers to increase when enforcement begins in May.

Preparing for compliance activities including compiling violation data, preparing and sending notices of violation and sending notices to appear in court to noncompliant properties is expected to take three months of full-time effort. Because of the significant time this would require and the commensurate reduction to other routine code enforcement efforts, staff recommends contracting this service.

A Request for Proposal process was conducted for this contract. SAFEbuilt, a building inspection and code enforcement company with offices in Park Ridge, Illinois, was the only firm to submit a proposal. After conversations with representatives from the industry, staff concluded that the one proposal was received because it is difficult for many smaller firms to commit one employee for a full-time effort. A larger firm, such as SAFEbuilt, has more flexibility to assign staff to the need.

SAFEbuilt is a nationwide firm, headquartered in Colorado, with local offices in Park Ridge, Illinois. They currently work with more than 160 public agencies and local governments to provide building inspection and code enforcement services on both long term and short term contracts. Ten of those communities are in northeastern Illinois, mostly north shore communities. Staff contacted SAFEbuilt clients, both references and non-references, and received very favorable references.

In their proposal, SAFEbuilt demonstrated an understanding of the process, concerns and sensitivities of sign ordinance enforcement in Downers Grove, as well as responsiveness to the Village's RFP.

Staff recommends approval of the contract as proposed.

ATTACHMENT
RFP/Contract



® REQUEST FOR PROPOSAL

Name of Proposing Company: SAFEbuilt

Project Name: Sign Ordinance Enforcement Services

Proposal No.: _____

Proposal Due: 03/21/2014, 3:00PM

Pre-Proposal Conference: 03/10/2014 10:00AM (Optional)

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Legal Advertisement Published: _____

Date Issued: 02/28/2014

This document consists of 30 pages.

Return **original and two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to 3:00PM Central Time, March 21, 2014.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

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the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

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7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

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13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age,

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physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

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Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the

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Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

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19. PATRIOT ACT COMPLIANCE

19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise

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Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

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24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

- 26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

27. TERM OF CONTRACT

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon

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written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days` written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

Village of Downers Grove

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.
- 32. GOVERNING LAW**
- 32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.
- 33. SUCCESSORS AND ASSIGNS**
- 33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.
- 34. WAIVER OF CONTRACT BREACH**
- 34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.
- 35. AMENDMENT**
- 35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.
- 36. NOT TO EXCEED CONTRACT**
- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price

Village of Downers Grove

increase must be agreed to in writing by all parties who have executed the initial contract.

- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

- 37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

- 38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

- 39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

1. The Village of Downers Grove sign ordinance is a component of the Village's zoning ordinance which is adopted as part of the Municipal Code. A copy of the sign ordinance is found at <http://www.downers.us/public/docs/code/Chapter28.pdf> (Sec.28.1500). The sign ordinance was passed by the Village Council in 2005 and a nine year amortization period was provided for complete compliance. Several mailings to affected properties and other announcements have occurred during the latter part of this period to alert non-compliant property owners and businesses that the amortization period was coming to a conclusion on May 5, 2014.
2. The Village seeks the professional services of a code enforcement firm. The firm will provide adequate coverage in the form of one or more Sign Code Compliance Officers (hereinafter, SCCO). At this time, the Village believes the required work can be completed by one SCCO full time equivalent beginning May 1, 2014 and concluding July 31, 2014, with time-and-expense follow-up efforts if opted by the Village.
 - a. The Sign Code Compliance Officer (SCCO), or officers, from the successful firm will perform skilled inspections of approximately 275 properties to ensure compliance with the Village of Downers Grove sign ordinance. A map of properties with noncompliant signs is attached to these specifications and a detailed listing will be provided to the contracted firm and provided by Village staff.
 - b. SCCOs will draw upon their related experience, expertise and customer service skills to assure properties with noncompliant signage do, or are placed on a clear path to, comply.
 - c. SCCOs shall have excellent record keeping skills, able to use desktop and laptop computers, tablets and smartphones for timely and accurate use or recording purposes.
 - d. A resume for each SCCO shall be provided as part of the proposal focusing on any direct experience in a code compliance role. The resume should provide clear evidence of the ability to perform the tasks described herein.
3. SCCOs will conduct visual and, where possible, measured inspections of properties and buildings. Where feasible, all sides of each building should be observed. The Village recognizes that more often than not, one to three sides may be all that is visible from public property.
 - a. SCCOs will not leave public right-of-way while making observations, taking photographs and writing notations unless permission is sought and obtained in writing in advance to enter private property. A record of the permission granted or not granted shall be maintained with the file.
 - b. SCCOs will accurately document by photography and notation every noncompliant sign on the property and building. Sign sizes, locations, setbacks, missing components, noncompliant added components, and other concerns outlined in the sign ordinance should be documented and noted in manner useful in establishing conclusive noncompliance for possible inclusion in legal presentations before an appropriate court of law. Sizes and setbacks should be measured where possible to one-inch accuracy or estimated to within one foot.

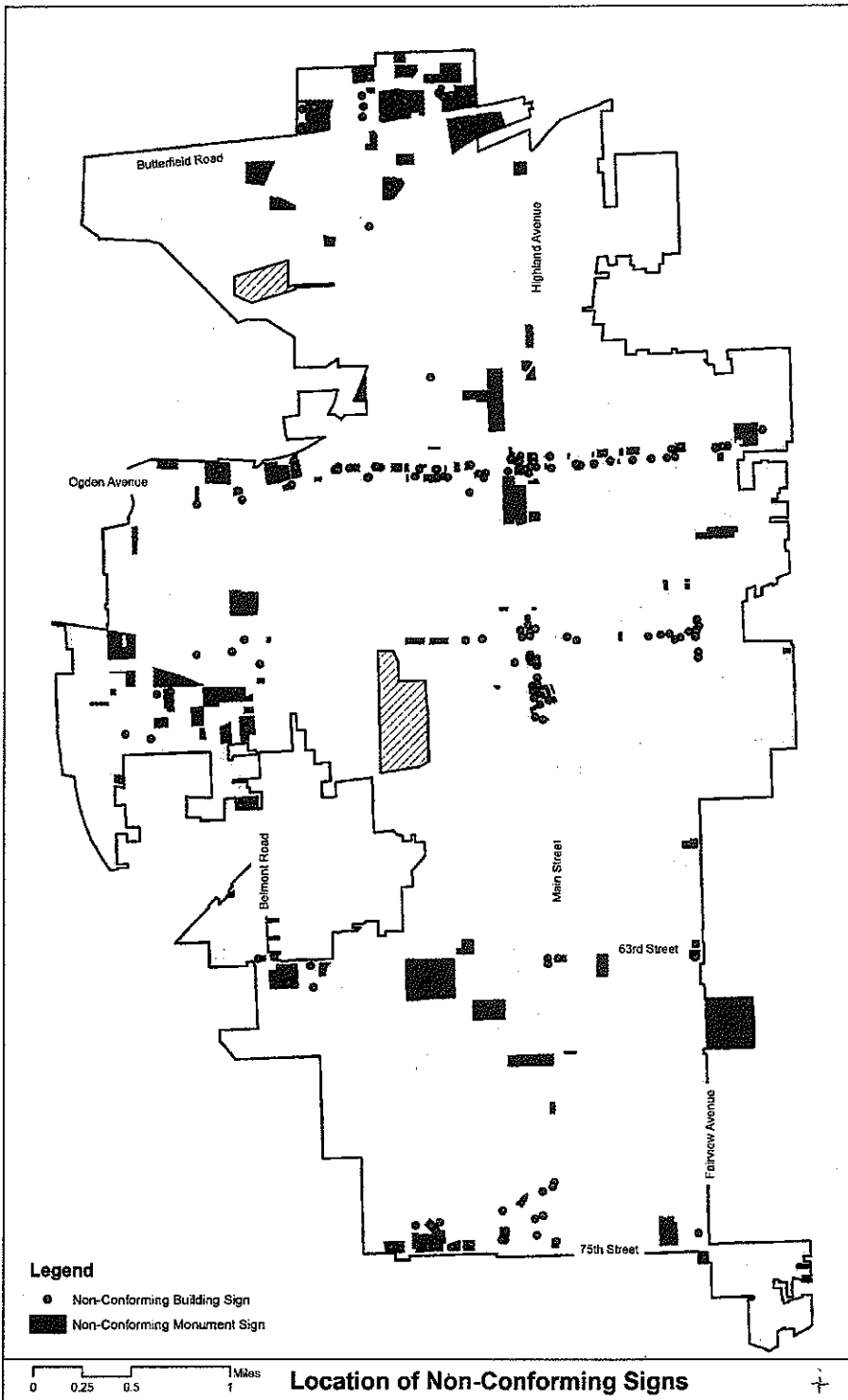
Village of Downers Grove

- c. Clear violations of the sign ordinance will receive priority designation for follow up and enforcement.
4. Concurrent with each property observation or no longer than five working days following each inspection, SCCOs will prepare a Notice of Violation (NOV) for each property.
 - a. The text and format will be provided in advance by the Village, after consultation with the successful firm, the Village Prosecutor, Village Attorney and the Community Development Director.
 - b. The NOV will include the documentation identifying each noncompliance.
 - c. The NOV shall indicate a reasonable time for the property owner to achieve compliance or demonstrate progress towards compliance (an example of progress is having a contract in hand as evidence or applying for a sign permit with satisfactory plans).
 - d. Envelopes and proper mailing certifications will be prepared and included.
 - e. The NOV will be mailed certified by the Village to the appropriate contact for each property and/or business. Appropriate contacts shall be researched by the SCCO to the best of their knowledge and ability, and the information shall be provided as part of the formal record.
5. An ability to accurately read building plans is essential for success in the project. SCCOs will frequently review building plans, sign permit applications, or other documentation to aid in determining compliance and noncompliance.
6. Issuance of Sign Permits requires approval by the Community Development Director or his designee and shall not be the responsibility of a SCCO.
7. SCCOs will accept and conduct telephone and/or other correspondence from persons representing the property or business for the purposes of explaining the sign ordinance, its components, the nature of the violations, and any additional information the persons wish to provide or discuss related to the sign compliance concerns.
 - a. Telephone conversations will be documented. Any correspondence or telephone conversation notes shall be logged, retained and associated electronically with each case.
 - b. SCCOs may provide information on the sign permit application process to interested persons.
 - c. The Village will issue a specific email address for use in all sign compliance electronic correspondence.
8. SCCOs' subsequent inspection results and appropriate documentation that demonstrate new compliance and/or continued noncompliance will be provided to the Community Development Director.
 - a. During weekly meetings with the Community Development Director, each continued noncompliance will be reviewed.
 - b. Additional meetings or communications may be used for the same purpose.
 - c. For locations where compliance is not achieved within the timeframe established in the NOV, the next enforcement steps will be determined by the Community Development Director, with assistance from the Village Prosecutor, Village Attorney and other interested or designated persons representing the Village.

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9. SCCOs will maintain all records within the Village's computerized systems in a manner that will provide ease of understanding and usability, keeping in mind that all records may be used in a court of law and be subject to Freedom of Information Act requests.
 - a. Written documentation will require scanning to electronic format and the ability to scan documents and associate the files with cases is important.
 - b. Photographs shall be in a digital format.
 - c. Both written and electronic records shall be kept.
10. SCCOs may provide expert testimony at various times during subsequent months about the sign ordinance compliance concerns on behalf of the Village.
11. SCCO will prepare daily reports of activities, both written and visual (photographs), using computer databases, word processing and spreadsheets.
 - a. Reports will be easily accessible by the Community Development Director.
12. Measurables:
 - a. Progress is assumed to average 10 properties per workday, during an 8 hour workday, per SCCO.
 - b. All initial observation and documentation will be concluded within 30 workdays (approximately six calendar weeks); sooner, if more than one SCCO is on the job (Example: Two SCCOs will shorten this time to 15 workdays).
 - c. NOV preparation will be generally concurrent, never lagging the initial inspection by more than five working days unless a different timeframe is directed.
 - d. Weekly meetings with the Community Development Director will be conducted beginning soon after the contract's start date and concluding at the end of July, at which time all tickets will have been issued or next enforcement steps will have been initiated.
 - e. Periodic meetings may thereafter be required, charged on a time and materials basis.
 - f. Court appearances may be required one half-day each month beginning in June or July and concluding in December 2014. Beginning in August 2014, these appearances may be charged on a time and materials basis.
13. Despite the general nature of code enforcement and compliance-seeking, a facilitative and cooperative approach is the preferred method, over a more restrictive and regulatory approach.
14. The Village has a goal of not writing more than 10 new tickets each month for sign noncompliance; therefore, a sensitivity to the many customers and mindfulness of impacts throughout this process is essential.
15. The ability to prioritize efforts and discern between opportunities for compliance versus need for court intervention is key.
16. Excellent customer service skills are vital.
17. SCCOs must recognize that they are representatives of the Village of Downers Grove and will perform work professionally, drive respectably and act admirably at all times while performing this work.
18. Background investigations will be performed by the Village for each SCCO prior to beginning work on this project.

Village of Downers Grove



IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)



Sign Ordinance Enforcement Services

Date: March 21st, 2014

Contacts: **Mike Post**
Business Development
[SAFEbuilt®](mailto:mike@safebuilt.com)
312-339-0436
mike@safebuilt.com

George Dixon
Operations Manager
[SAFEbuilt®](mailto:gdixon@safebuilt.com)
224.277.1073
gdixon@safebuilt.com

Matt Royer
Vice President, Operations
[SAFEbuilt®](mailto:mroyer@safebuilt.com)
970.904.0460
mroyer@safebuilt.com



March 21th, 2014

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
Phone: 630-434-5530
Fax: 630-434-5571

Dear Ms. Tarka,

SAFEbuilt is very pleased to submit this proposal to provide Sign Ordinance Enforcement Services for the Village of Downers Grove (Downers Grove).

For over twenty years, SAFEbuilt has provided building department and community development services, expertise, and proven processes to more than 160 communities throughout the country. SAFEbuilt has deep expertise in code enforcement along with customized full-service programs and supplemental services for short- and long-term engagements.

Furthermore, we work exclusively with public agencies to avoid any potential conflict of interest. We welcome the opportunity to specifically discuss our proposal and how we might be able to help enforce your sign ordinance; improve service levels; and ensure quality, safe-built environments. Together we can make your community even better. In 2013, for a third consecutive year, our clients rewarded us with a 100% client satisfaction rating in our annual customer service survey. That speaks volumes to the dedication of our people and starts with understanding our clients and customizing our approach for each.

We are fully qualified to provide the services being requested and we are excited about this opportunity to partner with Downers Grove. Please do not hesitate to contact me if you have any questions or would like additional information.

Thank you,



Mike Post
Business Development
SAFEbuilt®
312-339-0436
mpost@safebuilt.com



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UNDERSTANDING YOUR NEEDS

The Village of Downers Grove is seeking a professional services firm for code enforcement as it relates to the Village’s sign ordinance, a component of their zoning ordinance, adopted as part of the Municipal Code. We understand that the sign ordinance was passed by the Village Council in 2005 and a nine year amortization period was provided for complete compliance. During the latter part of this period, several mailings have occurred to affected properties along with other announcements to alert noncompliant property owners and businesses that the amortization period was coming to a conclusion on May 5, 2014.

It is expected that the partner firm will provide adequate coverage in the form of one full time or equivalent Sign Code Compliance Officer (SCCO) beginning May 1, 2014 and concluding July 31, 2014, with time-and-expense follow-up efforts if opted by the Village. The SCCO will perform skilled inspections of approximately 275 properties to ensure compliance with the Village of Downers Grove sign ordinance while drawing upon their related experience, expertise, and customer service skills to assure properties with noncompliant signage do, or are placed on a clear path to, comply.

We understand that sign ordinance enforcement demands both short-term and long-term solutions. Our code compliance officers work to establish a rapport with property owners and respectfully walk them through the ordinance—creating open lines of communication and ultimately a high percentage of compliance without legal action.



COMMUNITIES
ACROSS THE
COUNTRY ARE
TURNING TO
SAFEbuilt FOR
CONSISTENT AND
PROFESSIONAL CODE
ENFORCEMENT





RECOMMENDED PROCESS

The primary focus of code enforcement is to achieve compliance without confrontation and at minimum cost. Our experience puts us in a unique position to identify with your goals and community culture. Through the documentation you have provided, we are already familiar with Downers Grove codes and will attain complete knowledge and understanding of any added code enforcement component and full understanding and compliance of the detailed process outlined in the RFP. As part of our standard compliance based services, SAFEbuilt is already committed to providing a “safe built” community. Our employees also understand the importance of coordination with your residents, staff, and other departments; and have the ability to exercise an appropriate level of professional judgment in resolving issues.

SAFEbuilt’s code enforcement program will include the following services, in compliance with the RFP specifications outlined in Section III, Detail Specification, beginning on page seventeen.

- ✓ Conduct visual and measured inspection of properties and buildings
- ✓ Communicate with citizens about violations, discuss options for compliance, and outline the compliance process
- ✓ Post violation notices and provide initial notification to citizens
- ✓ Help brainstorm solutions when roadblocks stand in the way for business owners who are unable to meet requirements on their own; can involve partnering with community service organizations
- ✓ Follow up on inspections and ensure actions have been taken to correct the problem, deliver thank you notes when violation is resolved.
- ✓ Serve as a resource to property and business owners regarding the sign ordinance requirements and be available to them throughout the process, as well as participate in public educational activities and customer service surveys related to code enforcement
- ✓ Provide written notice of violations that include digital photos of violations and action taken, within five business days
- ✓ Provide software that provides up to date information on activities 24/7/365 day access and record retention, including documentation of any correspondence or telephone conversations.
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed, including weekly meetings with the Community Development Director.
- ✓ Offer full transparency into our processes and provide up-to-date information on our activities including summary reports, files, notes, reports, photographs and statistical data.



YOUR SAFEbuilt CODE ENFORCEMENT OFFICER

Currently on-staff, SAFEbuilt has a local and experienced Code Enforcement Officer with availability beginning May 1, 2014 and concluding July 31, 2014.

David DeLeon has nearly a decade of code enforcement experience. He is able to efficiently map out routes of services to conduct property inspections in a timely manner, ensuring that the average of ten inspection properties per day is manageable. He has the ability and experience to accurately read building plans including sign permit applications, or other supporting documentation. David is well-versed in using technology to aid timely management and accurate record keeping for code enforcement activities.

David DeLeon, Code Enforcement Officer	
EXPERIENCE	
Quality of Life Inspector - Aurora, IL	2005 to Present
LICENSES & CERTIFICATIONS	
- Property Maintenance & Housing Inspector - ICC & AACE	
CONTINUING EDUCATION	
- International Code Council (ICC)	
PROFESSIONAL AFFILIATIONS	
- International Code Council (ICC)	



✓ CODE ENFORCEMENT SOFTWARE

SAFEbuilt utilizes *GOENFORCE* software to more effectively conduct code enforcement related services. If Downers Grove wishes to utilize this software, there is typically a fee shared by the Village and SAFEbuilt for this software. By partnering with Government Outreach, a leading provider of automated enforcement software, SAFEbuilt and their client communities are saving money, gaining efficiencies and improving service levels. The software will:

- ✓ Allow for virtual access to all case related information
- ✓ Automate redundant tasks
- ✓ Provide staff with the tools they need to be more productive and effective
- ✓ Central management and processing of enforcement efforts using a web-based solution
- ✓ Allow staff can handle more cases
- ✓ Track important deadlines and court cases - important deadlines are never missed
- ✓ Provides for staff collaboration on case resolution
- ✓ Allows for tracking and provides documentation of repeat offenders
- ✓ Statistical reporting on staff activity so that Managers know how productive their staff are
- ✓ Clearly document and archive each step of every case

Main features of the GOENFORCE software include:

- Case management
- Letter generation engine
- Photo management
- Rental Inspection management
- Cost recovery toolset
- Parcel data lookup & auto fill Assessor information
- Advanced reporting (graphs, charts, yearly, etc.)
- Weed abatement management
- GIS integration (mapping/address validation)
- Ability to add jurisdiction Ordinances to the software

The screenshot shows a 'Code Enforcement Case' form with several callout boxes pointing to specific features:

- Case is assigned based upon rules defined by you to include type of case, geographical location, workload, and more** (points to the 'Assigned to' field)
- Audit trail for reviewing changes to the case** (points to the 'History' tab)
- Geographic region looked up from GIS** (points to the 'City' field)
- Summary of time spent and fees due** (points to the 'Time' and 'Fees' columns in the activity log)
- Location alert** (points to the 'Address' field)
- Automatic lookup of owner info** (points to the 'Owner' field)
- Violations for the case with the required corrective actions** (points to the 'Violations' section)
- Default corrective actions generated with the ability for editing for individual cases** (points to the 'Corrective Actions' table)
- Spell check is available throughout the system** (points to the text input fields)
- Permanent record of custom and automatically generated letters** (points to the 'Attachments' section)
- Location alert** (points to the 'Address' field)
- Automatic lookup of owner info** (points to the 'Owner' field)
- Summary of time spent and fees due** (points to the 'Time' and 'Fees' columns in the activity log)
- Case is assigned based upon rules defined by you to include type of case, geographical location, workload, and more** (points to the 'Assigned to' field)
- Audit trail for reviewing changes to the case** (points to the 'History' tab)
- Geographic region looked up from GIS** (points to the 'City' field)
- Summary of time spent and fees due** (points to the 'Time' and 'Fees' columns in the activity log)
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- Default corrective actions generated with the ability for editing for individual cases** (points to the 'Corrective Actions' table)
- Spell check is available throughout the system** (points to the text input fields)
- Permanent record of custom and automatically generated letters** (points to the 'Attachments' section)





FEE STRUCTURE & CONTRACT TERMS

Code enforcement services will be provided at an hourly rate and invoiced monthly.

Services	Fees
Code Enforcement Services	\$57.00 per hour
OPTIONAL: Code Enforcement Software	Set up: \$650
	\$2.50 per record

- ✓ SAFEbuilt’s fees are all inclusive with no separate billing for wages/benefits, mileage, vehicle expense, materials, travel time and disbursements, such as copying, telephone rates, and courier services.
- ✓ Our billing will include all supporting documentation.

Insurance

SAFEbuilt carries the full complement of business insurance including errors and omissions (E&O), property, liability, auto, and workers compensation. Certificates of insurance in the following amounts that name Downers Grove as additional insured will be provided award of the contract.

- ✓ General Liability:
 - Each Occurrence-\$1,000,000
 - Damage to Rented Premises Each Occurrence-\$1,000,000
 - Personal Injury Each Occurrence-\$1,000,000
 - General Aggregate-\$2,000,000
- ✓ Automobile Liability:
 - Each Occurrence-\$1,000,000
- ✓ Umbrella Liability:
 - Each Occurrence-\$5,000,000
 - Aggregate-\$5,000,000
- ✓ Professional Liability:
 - Per Claim-\$5,000,000
- ✓ Workers Compensation:
 - Per State requirements





DEMONSTRATED SUCCESS

SAFEbuilt currently partners with over 160 public agencies throughout the nation. The following is a list of partner clients where SAFEbuilt currently provides building and/or Community Development department related services.

Aspen, CO	Forest Park, GA	Northbrook, IL
Ault, CO	Foxfield, CO	Northglenn, CO
Aurora, IL	Georgetown, CO	Norton Shores, MI
Bainbridge, GA	Georgetown, SC	Northeastern Junior College, CO
Barnwell, SC	Gilcrest, CO	Nunn, CO
Bay Village, OH	Glenview, IL	Oak Park, MI
Bennett, CO	Golf, IL	Orangeburg, SC
Brookhaven, GA	Greenville, SC	Palmetto Academy, SC
Bennett, CO	Grover, CO	Peachtree City, GA
Berea, OH	Gypsum, CO	Pierce, CO
Boulder County Schools, CO	Hamtramck, MI	Pine Lake, GA
Boulder County, CO	Hampton, GA	Pitkin County, CO
Breckenridge, CO	Hapeville, GA	Platteville, CO
Brookhaven, GA	Hayden, CO	Port Royal, SC
Burlington, CO	Hudson, CO	Powder Springs, GA
Butts County, GA	Idaho Springs, CO	Prospect Heights, IL
Castle Pines, CO	Independence Township, MI	Red Cliff, CO
Castle Rock, CO	Johns Creek, GA	Roswell, GA
Centennial, CO	Jonesboro, GA	Saluda, SC
Chamblee, GA	Keenesburg, CO	Senoia, GA
Chattahoochee Hills, GA	Kenilworth, IL	Severance, CO
Cheraw, SC	Kersey, CO	Sharpsburg, GA
Clarkston, GA	Kiawah Island, SC	St. Vrain Valley Schools, CO
Coastal Carolina University, SC	Kiowa, CO	State of Colorado
College of Charleston, SC	Lake City, GA	State of South Carolina
Colorado Mesa University, CO	Lake County, CO	State of Wyoming
CO State University, CO	Limon, CO	Stone Mountain, GA
Commerce City, CO	Lithonia, GA	Summerton, SC
Craig, CO	Lochbuie, CO	Suwanee, GA
Dacono, CO	Lyons, CO	Timnath, CO
Decatur, GA	Madison Heights, MI	Troy, MI
Department of Corrections, CO	Marlboro County, SC	Tyrone, GA
Dept. Military & Veterans, CO	Mead, CO	Union City, GA
Dept. of Natural Resources, SC	Medical University of SC	University of Northern CO
Eagle, CO	Milliken, CO	Upson County, GA
Eagle County School District, CO	Milton, GA	Vail, CO
Easley, SC	Minturn, CO	Villa Rica, GA
Edgewater, CO	Moultrie, GA	Weld County Schools, CO
Elk Grove Village, IL	Mount Pleasant, SC	Wellington, CO
Evanston, IL	Mountain Park, GA	West Point, GA
Federal Heights, CO	Mountain View, CO	Williamsburg County, SC
Ferndale, MI	Muskegon, MI	Wilmette, IL
Frisco, CO	Muskegon Heights, MI	Windsor, CO
Front Range Community College, CO	Nederland, CO	Winnetka, IL
Firestone, CO	Newberry County, SC	Wixom, MI

✓ THE SAFEbuilt DIFFERENCE

SAFEbuilt is a leading provider of building department and community development services to local government. The quality and training of our staff, our robust business systems, and our core commitment to our clients ensure that you receive the highest levels of service and responsiveness in the industry. Hundreds of communities have chosen SAFEbuilt as their partner, here are a few reasons why:

✓ Commitment to Local Governments:

For over twenty years, our sole focus and commitment has been to local governments, providing complete department administration, plan review, inspection, community planning and zoning, property maintenance, code enforcement, and more. SAFEbuilt has a deep understanding of the battles and challenges local governments face and therefore have developed the systems, processes, and culture targeted specifically at communities of this nature.

✓ Efficient and Cost Effective: SAFEbuilt

provides an attractive alternative for services that allows communities to manage the services related to building departments more efficiently and cost effectively while increasing service levels and maintaining local control of the development process.

✓ Seamless Transition and Customized

Services: Continuity of service at a high level is our primary goal and we will work closely with Downers Grove to understand your specific requirements, existing processes, and procedures to adapt our process to fit your needs and will establish an effective implementation plan that maximizes efficiency while minimizing impact during and after the transition.

“Working with SAFEbuilt has been seamless, it does not even seem like it is an outsourced service.”

Mayor
City of Milton, GA

“SAFEbuilt works with the City and its customers with a shared sense of purpose to achieve the City’s priorities. This produced outcomes that exceed contract requirements. There’s no other agency that I’d want to perform building services for the City.”

Wayne Reed, Director of Community Development
City of Centennial Colorado.



SAFEbuilt has been recognized for the following awards in the last several years:

- ✓ **American Business Awards** – Finalist for Most Innovative Company of the Year
- ✓ **Inc 5000** – Fastest Growing Private Companies
- ✓ **Best Company to Work For** – small size company category
- ✓ **Bravo Entrepreneur of the Year**
- ✓ **American Business Awards** – Finalist for Best Overall Company of the Year

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

SAFEbuilt
Company Name

Date: March 18th, 2014

350 S Northwest Hwy, Ste 300
Street Address of Company

mpost@safebuilt.com
Email Address

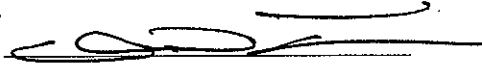
Park Ridge, IL 60068
City, State, Zip

Mike Post, Business Development
Contact Name (Print)

312-339-0436
Business Phone

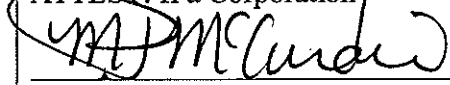
312-339-0436
24-Hour Telephone

877-203-2704
Fax


Signature of Officer, Partner or
Sole Proprietor

David Thomsen, Vice President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: SAFEbuilt
ADDRESS: 350 S Northwest Hwy, Ste 300
CITY: Park Ridge
STATE: Illinois
ZIP: 60068
PHONE: 847-656-5350 FAX: 847-510-0605
TAX ID #(TIN): 46-2340439

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|--|
| Individual | Limited Liability Company-Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: [Signature] DATE: 3.20.14

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Sign Ordinance Compliance Proposer SAFEbuilt hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment

PROPOSER'S CERTIFICATION (page 2 of 3)

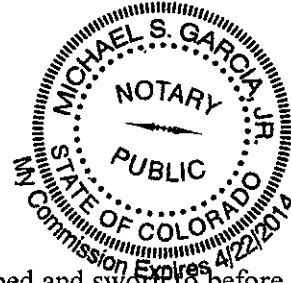
of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: [Signature]
Proposer's Authorized Agent

4 6 - 2 3 4 0 4 3 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 20th day of March, 2014.

[Signature]
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of SAFEbuilt, and the full names of its Officers are as follows:

President: Mike McCurdie

Secretary: Mary Pat McCurdie

Treasurer: _____

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? yes

Insurer's Name Insurer A: Great Northern Insurance Company / Insurer B: Evanston Insurance Company

Agent Brown & Brown Inc. / Karen E. Siwek Liability Insurance

Street Address 4532 Boardwalk Drive, Suite 200

City, State, Zip Code Fort Collins, CO 80525

Telephone Number 970-482-7747

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: SAFEbuilt, Inc.

Print Name and Title of Authorizing Signature: David Thomsen, Vice President

Signature: 

Date: March 18th, 2014

Worker's Compensation Insurance:

Insurer A: New Hampshire Insurance Company
Aon Risk Services, Inc. of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937
Phone: 800-743-8130

Apprenticeship and Training Certification


(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: _____

Signature:  _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature



Company Name SAFEbuilt

Title David Thomsen, Vice President

Date March 18th, 2014

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Village of Downers Grove

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: SAFEbuilt

Address: 350 S Northwest Hwy, Ste 300

City: Park Ridge, IL Zip Code: 60068

Telephone: (847) 656-5360 Fax Number: (847) 510-0605

E-mail Address: dthomsen@safebuilt.com

Authorized Company Signature: 

Print Signature Name: David Thomsen Title of Official: Vice President

Date: March 18th, 2014

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

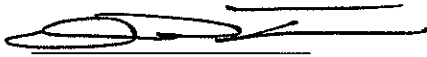
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

David Thomsen, Vice President

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name