



*City of Highland Park
Lake County, Illinois*

REQUEST FOR PROPOSALS

For

EMERGENCY POLICE VEHICLE OUTFITTING

July 2019

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1. OBJECTIVES

Through this Request for Proposals ("RFP"), the City of Highland Park, Illinois ("City"), is requesting proposals from qualified firms located within 15 miles of Highland Park to engage a single provider for the procurement, installation, and configuration of Emergency Police Vehicle equipment for City Police Department Patrol Vehicles. The Police Department will be the contract representative.

The selected proposer ("Contractor") will be invited to enter into an agreement with the City ("Agreement"), in a form provided by the City and generally consistent with the agreement attached as Exhibit B to this RFP. The City Council has the ultimate authority to approve any proposal and to authorize the execution of an Agreement.

2. TIMELINE

City issues RFP:	07/25/2019
Proposals due:	08/08/2019, 12:00 PM
Start Project:	September 2019

3. BACKGROUND

The City of Highland Park Police Department has evaluated emergency police vehicles, and is currently transitioning from the Dodge platform to the Ford Police Utility Vehicle (PUV) Explorer. Two vehicles have been outfitted to the Department's equipment specifications and have been evaluated for service. The Contractor will provide the necessary equipment, accessories and labor to outfit four City of Highland Park Police Patrol Utility Vehicles (Ford PUV) identically to those currently in service. Any deviation from the specifications shall be noted on the specification forms. All vehicles must be wired identically and equipment placed in the same location unless directed otherwise by the City. An "as-wired" diagram must be furnished with each vehicle.

4. SCOPE OF WORK

A. The selected Contractor is to provide and install the specified equipment to outfit police vehicles. Removal and utilization of equipment from existing vehicles will be included as part of the Agreement.

B. All furnished equipment, materials and workmanship shall be of the highest grade in accordance with modern industry practices. The equipment supplied shall satisfy the specifications attached as Exhibit A to this RFP, and shall be new and unused except for the necessary testing, calibration and transportation.

C. All units are to be picked up and delivered to the City of Highland Park, at the following address:

City of Highland Park Police Department
1677 Old Deerfield Road
Highland Park, IL 60035

D. The City reserves the right to outfit additional vehicles under this bid. Pricing for any such additions will be based on the pricing provided in this bid, and/or negotiated as dictated by scope of work and vehicle type. This agreement shall be for one year from the date of the award, and the City may extend it for up to three additional one-year periods. The pricing for years 2019 and 2020 shall remain the same as what is provided in this bid document. Pricing for additional contract years will not exceed 3% of the previous contract year.

E. The contractor shall not take more than ten business days to complete the transfer of or installation of new components from one vehicle to another, except as approved in advance by the City.

F. The contractor shall warranty all of the work and materials that it provides for a period of one year from the date of installation. During the one-year period, the contractor shall remedy all issues with components not functioning properly due to improper installation, and it shall replace all materials that it provided that stop functioning properly due to manufacturing defects, simple wear and tear, etc. The contractor shall undertake remedial/repair work beginning no more than four business hours after the City contacts it to schedule such work.

5. SUBMITTAL REQUIREMENTS

Submittals should include:

1. Five hard copies to the following address; and

**Attention: Commander Gerald Cameron
Police Fleet Manager
City of Highland Park
1677 Old Deerfield Road
Highland Park, IL 60035**

2. One electronic copy in PDF format submitted on a thumb drive along with five hard copies to the address noted above.

Proposals are due on or before 12:00 PM on Thursday, August 8, 2019

Failure to submit five hard copies and a thumb drive to the Police Fleet Manager by the due date specified in Section 2 above may be deemed to be non-responsive and may result in disqualification from the RFP process. Specify "Emergency Police Vehicle Outfitting RFP" on the exterior of the envelope. Proposals will not be opened publicly. Proposals submitted after closing time will be returned unopened. No oral, telephone or fax proposals will be considered.

The following should be included, in the order listed. The hard copy submittal shall have a page tab to facilitate retrieval of the desired section in the proposal:

- a. Firm contact (name, work position, phone numbers, and email address).
- b. Office address, main telephone and fax numbers, and website address of the firm.
- c. Brief history of the firm.
- d. List municipal experience, with preference to Police Emergency Vehicle outfitting, your firm has completed in the last five (5) years and currently in progress. For each project, please provide the following:
 - Project description including completion date;
 - Actual cost vs. estimated cost;
 - Actual completion vs. estimated completion date; and
 - Contact information for client.
- e. Minimum of three qualified references based on public sector experience.
- f. Experience in providing services similar to those outlined in the RFP.
- g. Identify if your firm has previously worked with the City of Highland Park or Highland Park Police Department.
- h. Biography of key personnel who will be working with the City and are authorized to make representations on behalf of the firm.
- i. Staffing levels to adequately carry out this program.
- j. Names of additional firms you may hire to supplement your firm's services.
- k. A Not-to-Exceed Fee Proposal per vehicle, including an itemization of equipment costs that should include hourly rates inclusive of administrative and overhead costs, all as set forth in Attachment A to this RFP.
- l. Proof that the proposer's business location at which the services will be provided is located not more than 15 miles from the City of Highland Park Police Department, 1677 Old Deerfield Road, Highland Park, Illinois.

All questions regarding the RFP shall be directed in writing to Commander Gerald Cameron at gcameron@cityhpil.com by August 2, 2019, at 5:00 PM.

6. PROFESSIONAL SERVICES SELECTION CRITERIA

The following criteria (in no particular order or priority) will be used in selecting the winning proposal:

- A. Technical competencies as evidenced by the professional qualifications and related work experience of the firm. Specific professional qualifications, training, and experience of the assigned and committed personnel for the satisfactory performance of this work.
- B. Previous experience of the firm with related work. Positive references shall be considered.
- C. A discussion of the firm's understanding of the work to be performed and a description of the technical approach to be taken to accomplish this work.

7. TERMS AND CONDITIONS

- A. The City reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of the Agreement. Following the review by the City and Police Department the final selection, if any, will be based on the proposal which best meets the requirements set forth in the RFP and is in the best interest of the Parties.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute a contract within 30 days after the award of the proposal.
- C. The City reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
- D. Any proposal may be withdrawn up until the date and time set above for the opening of proposals by written request to the Police Department Fleet Manager. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the City the Services, or until one or more of the proposals have been approved by the City, whichever occurs first.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied or approved by the City. The City reserves the right to reject any agreement that does not conform to the request for proposal and the City's requirements for agreements and contracts.
- F. 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 to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.
- G. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive

irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

- H. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

Attachments: Exhibit A – Equipment Specifications and Outfitting
Exhibit B- Professional Services Agreement Form



**EXHIBIT A
EQUIPMENT SPECIFICATIONS AND OUTFITTING
DODGE CHARGER TO 2020 FORD POLICE UTILITY VEHICLE**

Quantity	Item Number	Description	Unit Price	Amount
1	IN-PF-160R BUSSMAN	80 AMP CIRCUIT BREAKER MANUAL RESET	_____	_____
1	LI-FPI-UCBM LUND IND	FORD FPI EXPLORER CIRCUIT BREAKER MOUNT	_____	_____
1	LI-CCI12-CFP LUND IND	12 POSITION ATO FUSE PANEL WITH COVER 9-20 AMP AND 3-30 AMP FUSEHOLDERS	_____	_____
1	AN-A1211BC-152 COMTEL CO	¼ WAVE WHIP ANTENNA, ¾" MOUNT, BLACK 152-162MHZ	_____	_____
1	AN-MBA20-04 ¾" COMTEL CO	MB HOLE MOUNT W/20FT RG58A/U CCABLE, MINI UHF CONNECTOR	_____	_____
1	AN-MZ30-01 COMTEL CO	¾" HOLE MOUNT W/30FT MICROLOSS CABLE, TNC CONNECTOR	_____	_____
2	SO-EMPS2STS4J SOUND-OFF	MPOWER FASCIA LED, STUD MOUNT, BLACK, DUAL COLOR R/B FOG LIGHT MOUNTED	_____	_____
2	SO-EMPS1STS3J SOUND-OFF	MPOWER 3" FASCIA LED LIGHT W/STUD MOUNT, R/B GRILL MOUNTED	_____	_____
2	SO-ENFRMS3J SOUND-OFF	NFORCE MODULE, RED/BLUE HEADLIGHT POCKET MOUNTED	_____	_____
1	SO-PNFSLHLBUV SOUND-OFF	HEADLIGH BRACKETS (PAIR) FORD FPI-U 2016+	_____	_____
2	SO-ENFSGS3-J SOUND-OFF	LED, BLAKC HOUSING 12 LED SPLIT COLOR, RED/BLUE REAR CARGO WINDOW	_____	_____

EXHIBIT A CONTINUED

Quantity	Item Number	Description	Unit Price	Amount
2	SO-EMPS2STS4J SOUND-OFF	MPOWER FASCIA LED, STUD MOUNT, REAR HATCH MOUNT RED/BLUE 12 LED	_____	_____
2	SO-ENFSGS3-J SOUND-OFF	LED, BLACK HOUSING, 12 LED SPLIT COLOR, RED/BLUE REAR HATCH MOUNTED	_____	_____
2	SO-EMPS2STS4J SOUND-OFF	MPOWER FASCIA LED, STUD MOUNT, LICENS PLATE MOUNTED R/B 12 LED	_____	_____
2	SO-ELUC2S010-W SOUND-OFF	UNDERCOVER LED INSERT WHITE, REVESE LIGHT MOUNT	_____	_____
2	SO-ELUC2S010-J SOUND-OFF	UNDERCOVER LED INSERT RED/BLUE, TURN SIGNAL MOUNT	_____	_____
1	LI-AT-300 LUND IND	HEADLIGHT FLASHER 1.9FPS	_____	_____
1	LI-FDRS-FPIU-SA LUND IND	FPI-UTILITY WITH CAGE REAR LOCKING ALUMINUM EQUIPMENT TRAY 37"X14" SLIDE OUT	_____	_____
1	LI-VH-FPI-UM9 LUND IND	7.875" FPI UTILITY TACTICAL 10"X3.75"X9" BOTTOM	_____	_____
1	LI-CHB-2EN LUND IND	DOUBLE CUPHOLDER ENCLOSED FOR INSIDE CONSOLE MOUNTING	_____	_____
1	LI-PS3-MEDIA	2" FILL PLATE W/3 POWER LUND IND OUTLETS, 6' USB AND AUDIO EXTENSION CABLES	_____	_____
2	LI-MK-2CL LUND IND	MULTI-POSITION MIC HOLDER W/CLIP	_____	_____
1	LI-PB-250-200 LUND IND	PEN BOX 2.5 X 2 D	_____	_____

Quantity	Item Number	Description	Unit Price	Amount
1	LI-P9B	9 POLE BOTTOM ONLY LUND IND W/STANDARD 3"X3" FLANGE	_____	_____
4	IN-ER-1200 BOSCH	30 AMP RELAY	_____	_____
1	LI-PDC6C	6 POSITION ATO FUSE PANEL LUND IND WITH POWER AND GROUND BUSS AND SNAP- ON COVER 100 AMP	_____	_____
1	PG-P1000UINT20A	PRO-CELL PRISONER TRANSPORT PRO GUARD SYSTEM, ½ PARTITION SEAT, LOWER PAN, WINDOW BARRIERS	_____	_____
1	C3-Z3	C3-Z3 MATRIX SYREN SYSTEM CODE 3 INCLUDES LIGHT BAR, SIREN 2 SPEAKERS	_____	_____
1	C3-MDASHCPE	PREEMPTION STROBE, DASH CODE 3 MOUNT, WIRE IN	_____	_____
1	C3-KABLE3	25' HIDE-A-WA STROBE CABLE CODE 3	_____	_____
	PARTS	MISC PARTS, HARDWARE, WIRE, LOOM, CONNECTORS, ETC FOR FORD PUV OUTFITTING		_____
	LABOR	REMOVE EMERGENCY EQUIPMENT AND LIGHTING FROM OLD UNIT		_____
	LABOR	INSTALLATION LABOR INSTALL EMERGENCY EQUIPMENT		_____
TOTAL EQUIPMENT AND LABOR PER VEHICLE OUTFITTING				_____

EXHIBIT B



CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EMERGENCY POLICE VEHICLE OUTFITTING

This **PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is dated as of the _____ day of _____, 2019, and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (“**City**”), and the Contractor identified in Section 1.A of this Agreement.

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

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The City desires to engage the Contractor identified below to perform and to provide all necessary professional services to perform the work in connection with the project identified below:

Contractor Name (“Contractor”) _____

Address _____

City, State Zip _____

Phone _____

Email _____

Project Name/Description _____

Agreement Amount \$ or See Exhibit A _____

B. Project Description. The Contractor will provide the necessary equipment, accessories and labor to outfit four City of Highland Park Police Patrol Utility Vehicles (Ford PUV) identically to those currently in service, as more fully described in the proposal attached to this Agreement as **Exhibit A (“Proposal”)**.

C. Representations of Contractor. The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services that are set forth in the Proposal (“**Services**”) in a manner consistent with the standards of professional practice by recognized contracting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Contractor. The City retains the Contractor to perform, and the Contractor agrees to perform, the Services.

B. Services. The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Contractor shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (“**Commencement Date**”). The Contractor shall diligently and continuously execute the



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Services until the completion of the Services or upon the termination of this Agreement by the City but in no event later than the date that is 120 days after the Commencement Date ("**Time of Performance**"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Contractor shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the City. This Agreement may be renewed for no more than three additional and consecutive one-year terms upon the mutual written consent of the City and Contractor. Pricing for any renewal term through December 31, 2020 shall remain the same as the original contract price. For all services performed by Contractor during any remaining renewal terms, Contractor shall be paid an amount equal to the proposed costs in Exhibit A, as adjusted by the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Gary-Kenosha, IL-IN-WI, All Items (1982-84=\$100) for the previous calendar year, except as the City and Contractor may otherwise mutually agree; however, such adjustment shall not exceed three percent for any such renewal term.

D. Reporting. The Contractor shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Contractor shall submit invoices in an approved format to the City for costs incurred by the Contractor in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Contractor the amount billed within 45 days after receiving such an invoice.

C. Records. The Contractor shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Contractor shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Contractor acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.



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E. Additional Services. The Contractor acknowledges and agrees that the City shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Contractor includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Contractor.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Contractor. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Contractor shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Contractor shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Contractor shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination, or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted

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professional practices, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “**Confidential Information**” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the City prior to the time of disclosure of such information to the Contractor pursuant to this Agreement (“**Time of Disclosure**”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the City; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Contractor represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Contractor shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Contractor shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Contractor shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C.

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Not later than 10 days after the Commencement Date, the Contractor shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Contractor's duty to carry adequate insurance or on the Contractor's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION 7. CONTRACTOR AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Contractor; or (2) to create any relationship between the City and any subcontractor of the Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Warranty. The Contractor shall warranty all of the work and materials that it provides for a period of one year from the date of installation. During the one-year period, the Contractor shall remedy all issues with the components not functioning properly due to improper installation, and it shall replace all materials - provided that are not functioning properly. The Contractor shall undertake remedial and repair work beginning no more than four business hours after the City contacts it to schedule such work.

E. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Contractor. In the event that this Agreement

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is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

F. Compliance With Laws and Grants.

1. Compliance with Laws. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the City or the Contractor with respect to this Agreement or the Services. Further, the Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

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

G. Default. If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Contractor's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Contractor or as a result of actions taken by the City in response to any Event of Default by the Contractor.



EXHIBIT B

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EMERGENCY POLICE VEHICLE OUTFITTING

H. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

I. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Contractor to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Contractor without the knowledge and approval of the City Council.

J. Mutual Cooperation. The City agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the City may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the City in the performance and completion of the Services and with any other Contractors engaged by the City.

K. News Releases. The Contractor shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

L. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the City.



EXHIBIT B

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EMERGENCY POLICE VEHICLE OUTFITTING

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Contractor in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Contractor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Contractor, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

City of Highland Park
City Manager
1707 St. Johns Avenue
Highland Park, Illinois 60035

With a copy to:

Holland & Knight LLP
150 N. Riverside Plaza
Chicago, Illinois 60606
Attention: Steven M. Elrod, Corporation Counsel



EXHIBIT B

**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EMERGENCY POLICE VEHICLE OUTFITTING**

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

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Contractor.** The Contractor hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.



EXHIBIT B

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT EMERGENCY POLICE VEHICLE OUTFITTING

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Contractor's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



EXHIBIT B
CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EMERGENCY POLICE VEHICLE OUTFITTING

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2019.

ATTEST:

CITY OF HIGHLAND PARK

By: _____

By: _____

Ghida S. Neukirch, City Manager

Print Name: _____

Title: _____

ATTEST:

CONTRACTOR

By: _____

By: _____

Executing Officer

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
EXPANSION OF THE HIGHLAND PARK LIBRARY &
RELOCATION OF SENIOR & YOUTH SERVICES**

EXHIBIT A THE AGREEMENT

PROPOSAL

[TO BE PREPARED BY CONTRACTOR AND ACCEPTABLE TO CITY]

[SHALL INCLUDE SCHEDULE]