

REQUEST FOR PROPOSALS

Proposals for the following item(s) or service are sought:

Private security services for the Downtown area

Requesting Department:

Police Department
Attention: Deputy Chief Kevin Olmstead
82 E. University Ave
Champaign, IL 61820
kevin.olmstead@champaignil.gov

Date of Request:

3/28/2022

Proposal Bond Required

Proposals **MUST** be submitted in hard copy to the City Clerk at or before the date and time specified below to receive full consideration.

Proposal Bond NOT Required

Proposals may be submitted either by hard copy to the City Clerk or electronically by email to the Requesting Department listed above at or before the date and time specified below to receive full consideration.

PROPOSAL DUE DATE: 4/4/22
PROPOSAL DUE TIME: 5:00 P.M. PREVAILING TIME

Request for Proposal documents are located online at the City of Champaign website:

<https://champaignil.gov/rfp>

When submitting the hard copy, the original **plus one (1) copy** of your proposal(s) **MUST** be submitted to the City Clerk, 102 N. Neil Street, Champaign, IL 61820, at or before the date and time specified above to receive full consideration.

The following diversity goals apply to this project:

- A utilization goal of _____ % MBE (Minority Business Enterprise) and _____ % WBE (Woman Business Enterprise). Utilization goals refer to the percentage of work performed by MBE or WBE subcontractors on the project.
- A workforce participation goal of 20% MBE and 15% WBE. Workforce participation goals refer to the percentage of minority and female individuals employed on a project.
- Not Applicable

Responding Vendors will be required to show that they have met the above diversity goals (if checked) or that they have made, or commit to making, good faith efforts to reach those goals. Sufficiency of good faith efforts may vary depending on the type of contract, the type of products and/or services to be provided, and the duration of the contract. Additional information is contained in the Request for Proposals and attached documents.

For additional information, contact Adonis Fuller, Purchasing/Compliance Specialist, at adonis.fuller@champaignil.gov.

The City reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the City's determination of its best interest.

SECTION 1. GENERAL PROVISIONS

1.1 Standard Terminology

The term "City" refers to the City of Champaign, except that when a Request is issued by METCAD or the Champaign Public Library, it shall mean "City of Champaign on behalf of" the relevant agency. A prospective Contracting Agency will be referred to as the "Vendor", "Bidder" or "Contractor". "Proposal" or "Bid" shall refer to all proposals, bids, quotes, and/or qualifications submitted in response to the Request or Bid. "Time" shall refer to all time limits designated as days within these documents and shall be interpreted to mean calendar days unless otherwise specified. A calendar day is every day on the calendar.

1.2 Vendor Questions

ALL questions pertaining to this Request (RFP or RFQ) must be submitted in writing at least five (5) business days prior to the deadline for submission to:

Kevin Olmstead
Deputy Chief of Police
City of Champaign
82 E. University
Champaign, IL 61820
Facsimile:217-403-6904
Email:kevin.olmstead@champaignil.gov

Vendors are prohibited from contacting staff of the City of Champaign regarding this Request except as specifically set forth herein. Failure to comply with this provision may result in rejection of any or all proposals.

1.3 General Instructions

- A. All proposals should follow the format described in this Section and in "Content and Format" Section of this Request. Vendor shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described.
- B. The requirements stated herein are mandatory unless stated otherwise. It should be understood that failure to respond to a specific requirement may be the basis for eliminating a Vendor from consideration during comparative evaluation of proposals.
- C. The City of Champaign reserves the right to accept or reject any or all proposals, or portions thereof.
- D. When a package proposal is made for a package price, the package price shall be taken to include all items referenced in the package.

- E. The Vendor may submit multiple proposals involving various methods of meeting proposal objectives. However, each submitted proposal shall be complete in every respect and marked as Proposal No. 1, No. 2, etc. on the cover page.
- F. Subsequent to receipt of proposals, the City or its authorized representative may require the Vendor to make oral presentations or to respond to telephone calls or clarify its Proposal.
- G. Section and subsection numbering should be in a consistent format using the numbers indicated in the "Content and Format" section of the Request and beginning each section on a new page.
- H. All proposals submitted in response to this Request shall be irrevocable for a period of One Hundred Twenty (120) days after the Proposal due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

1.4 Content and Format

Proposals requiring a bond must be submitted in hard copy. When submitting hard copies, an original plus the required number of copies of the proposal shall be submitted along with all required documentation. The original and copies of the proposal shall be packaged separately and securely bound and sealed. Each shall show the name and address of the Vendor submitting the proposal on the front cover. Proposals that do NOT require a bond may be submitted either by hard copy as indicated above or electronically by email to the Requesting Department listed above.

All proposals should include the following in the order listed. Each section should be labeled.

Section 1. **Vendor Information:**

- (A) Name, address, phone number, email and website of the Vendor;
- (B) Name of the contact person for the Vendor;
- (C) A brief company profile describing the chain of command for each person assigned to the project. Document the availability of all persons assigned to the project and whether the Vendor has sufficient resources to complete the project within the City's time constraints.
- (D) A Statement of Qualifications, including a narrative or other statement by the firm of its qualifications for the proposed project.

Section 2. **References:**

List of two (2) references that may be contacted. Include the name, address, phone number, website and a contact person for each reference.

Section 3. **Acknowledgments:**

Acknowledgment of any response to questions or addenda sent by the City. Should the City issue any addenda to the Request for Proposals, the Vendor shall submit acknowledgement of receipt of the addenda in their proposal and the proposal shall be based on all addenda. Any addenda issued by the City shall be considered part of the proposal documents and failure to submit acknowledgement of the receipt of all addenda may be cause for the City to reject the proposal.

Section 4. **Proposal Information:**

- (A) Address each and every requirement listed in the Specifications by providing:
 - (i) An overview of the proposal
 - (ii) Detailed technical response
 - (iii) Detailed costs
- (B) Proposal Form(s) if provided by the City.

Section 5. **Contract Documents:**

The selected Vendor will be required to execute an original contract with the City in substantially the form provided. The person or persons signing on behalf of the selected Vendor must be authorized by said Vendor to sign such a contract. If the person signing for the Vendor is not a corporate officer in the case of a corporation, a partner in the case of a partnership, or a member in the case of an LLC, then the Vendor shall provide documentation of that person's authority to execute the contract on behalf of the Vendor. Acceptable documentation of said authority shall include a resolution adopted by the board of the business entity in question or bylaws of that entity granting said authority, or a cover letter signed by a corporate officer, a partner or a member as the case may be, granting said authority.

A full and valid complement of all standard Vendor warranties should be included. The contract documents shall incorporate all requirements required in this Request and all elements of the Vendor's proposal. The Vendor's contract shall state that in the event of a conflict between the requirements of this Request or the Vendor's contract, the Request requirements shall govern.

Section 6. **Additional Contract Documents:**

The Vendor shall submit the following additional documents with the Proposal:

- (A) Disclosure Affidavit
- (B) Affirmative Action Report Form OR Certificate from the Office of Equity, Community and Human Rights [(217) 403-8830].
- (C) CDAP Utilization/Good Faith Efforts Form **APPLICABLE TO THIS REQUEST**
- (D) Dual Representation Affidavit **NOT APPLICABLE TO THIS REQUEST**

1.5 Proposal Guarantee (NOT APPLICABLE TO THIS REQUEST)

- A. All proposals made in response to this Request shall be accompanied by a bank draft, cashier's check, letter of credit, certified check ("security checks") or proposal bond issued by a licensed surety equal to ten percent (10%) of the total value of the proposal to secure a proposal. Any check submitted to secure the proposal must be made out to the "City of Champaign".
- B. Vendors must submit original proposal security checks or bonds so that such proposal security checks or bonds are received by the City Clerk by the proposal due date and time. Failure to do so may result in a proposal being disqualified. Proposal security checks or bonds must be submitted with the proposal and be clearly labeled with the name, address, and phone number of the Vendor; the name of the project; and the proposal due date and time.
- C. This security will be returned upon the signing of a contract with the selected Vendor, the withdrawal of this Request, or the withdrawal of a proposal as set forth by this Request. Failure of the selected Vendor to submit any required documents in the form and time required by the City shall constitute cause for the City to retain the sum posted, not as a penalty, but as liquidated damages. By submission of a proposal, the Vendor acknowledges the impracticability of calculating the actual damages which would be suffered by the City for its failure to comply with the Request and agrees that the sum posted is reasonable.

1.6 Evaluation Criteria

The City will conduct an evaluation of the proposal(s) submitted. The evaluation will be based on at least the following criteria; however, not necessarily in the order provided or with equal weight given to each criterion.

The Vendor will be evaluated based on:

- A. Compliance with the Request requirements;
- B. Cost of the specified items or services; and
- C. Other criteria as set forth below:
 - (1) The ability, capacity, and skill of the Vendor to perform the contract or provide the service required;
 - (2) The capacity of the Vendor to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience and efficiency of the Vendor including but not limited to past performance record; default under previous contracts, whether or not such contracts were with the City; competency; and failure to pay or satisfactorily settle all bills due for labor and material on former contracts;
 - (4) The quality of performance by the Vendor of previous contracts;

- (5) The previous and existing compliance by the Vendor with laws and ordinances relating to the contract;
- (6) The sufficiency of the financial resources and financial ability of the Vendor to perform the contract;
- (7) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or contractual services to the particular use required;
- (8) The ability of the Vendor to provide future maintenance and service for the use of the subject of the contract, including guarantees;
- (9) Whether the Vendor is entitled to Local Preference pursuant to Section 12.5-34 of the Champaign Municipal Code, 1985 as amended;
- (10) Completion and approval of the EEO/AA paperwork.
- (11) Documented evidence of the Vendor's good faith efforts, as defined in Section 12.5-62(7) and Section 12.5-64 of the Champaign Municipal Code, to achieve any applicable female and minority participation goals. Document evidence of good faith efforts may include previous performance on City contracts or on non-City projects.
- (12) Whether the proposal submitted meets the instructions, requirements, and specifications set forth in the request for proposals or qualifications and related documents.

1.7 Customer Service

The City expects the Vendor to deliver a high level of customer service regarding the manufacture, delivery, and installation of any equipment and the provision of any service to the City, its employees and its customers.

1.8 Rights to Submitted Materials

All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, displays, and other documentation submitted by the Vendor shall become the property of the City when received and shall not be returned to the Vendor. The City reserves the right to use the material or any ideas submitted in this proposal in response to the Request whether amended or not. Selection or rejection of any proposal does not affect this right.

1.9 Public Records and Requests for Confidential Treatment

Proposals become the property of the City and, along with late submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that City treat certain information as exempt.

A request for confidential treatment will not supersede the City's legal obligations under FOIA. The City will not honor requests to exempt entire proposals, and it shall be your

responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless the application of any exemptions pursuant to FOIA or other law or rule, the City shall disclose the successful proposer's name, the substance of the proposal, and the price.

If you request exempt treatment of a portion(s) of your proposal, you must submit an additional copy of your proposal with such exempt information deleted. This copy must state the general nature of the material redacted and shall retain as much of the proposal as possible. You, the proposing party, shall be responsible for any costs associated with the City's defense of your request for exempt treatment. Further, you agree to allow the City to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.

1.10 Proprietary Information

Any restrictions on the use of information contained within a proposal shall be clearly stated as such within the proposal. The City will only be able to comply with a request for confidentiality to the extent allowed by law.

1.11 Prevailing Wage Act – Davis-Bacon Act (NOT APPLICABLE TO THIS REQUEST)

A. This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq), as amended to date, unless superceded by the Davis-Bacon Act or otherwise stated. The City has adopted the prevailing wage rates established by the Illinois Department of Labor. A copy of the prevailing wage rates as determined by the City of Champaign, Illinois, is available from the City Clerk's Office, City of Champaign, 102 North Neil Street, Champaign, Illinois or on the Department of Labor's website at <https://www2.illinois.gov/idol>. The Vendor shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on this contract. The records shall show the actual hourly wages paid to each such person. Should the rates change during the contract period, the Vendor shall pay its workers not less than the rates in effect.

B. To the extent it is applicable, the Vendor shall comply with the Federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

1.12 Equal Opportunity in Purchasing Ordinance

If this contract will be over \$35,000, the Vendor shall comply with the Equal Opportunity in Purchasing Ordinance of the City of Champaign (Article IV of the Champaign Municipal Code, 1985, as amended). Pursuant to the Ordinance, the Vendor must have on file a Certificate of Approval or an Affirmative Action Form plus an approved Affirmative Action Plan before a Vendor can be selected. Inquiries concerning this requirement may be directed to the Office of Equity, Community and Human Rights, 102 N. Neil Street, Champaign, IL 61820 or by telephone at (217) 403-8830.

1.13 Acceptance of Proposal Content

The contents of the proposal or parts thereof selected by the City will be incorporated into the final Contract Documents to the extent they comply with this Request.

1.14 Cost of the Vendor to Respond to Request

The City is not responsible for any cost incurred by a Vendor in the process of responding to this Request or for any pre-contract costs incurred by any Vendor participating in the selection process.

1.15 Public Advertising

The Vendor is specifically denied the right to use the name of the City of Champaign for public advertising or reference in any form or medium without the express written permission of the City of Champaign.

1.16 Termination

The City reserves the right to terminate the selection process at any time, to reject any or all proposals and to award the contract in the best interest of the City of Champaign.

1.17. Payment and Performance Bond (NOT APPLICABLE TO THIS REQUEST)

The selected Vendor will be required to furnish a Payment and Performance Bond if required by the attached Agreement within fourteen (14) days of being notified in writing of its selection. Vendors making proposals shall be familiar with the Performance Bond requirement contained in the contract documents.

1.18. Local Preference

Local Vendors may be given a preference depending on the amount of the contract and the amount of the difference between the proposal of the lowest responsible local Vendor and that of the lower, responsible, non-local Vendor, as provided in Section 12.5-34 of the Champaign Municipal Code, 1985, as amended.

Section 2

Specifications

2.1 Services Summary: The City of Champaign seeks a firm to provide private security services in Downtown Champaign during the busiest days and hours for visitors to bars and restaurants in the Downtown area. The selected firm will provide security services to address public safety and order maintenance concerns on multiple nights per week. For the purposes of this RFP, "Downtown Champaign" shall refer to the area bounded by Washington Street to the north, 1st Street to the east, University Avenue to the south, and State Street to the west.

2.2 Background: Over the course of the last several years, law enforcement has been faced with the issue of large crowds assembling in the city-owned parking lots and on sidewalks and side streets in the downtown business district. Numerous issues and concerns have been brought to the attention of the Police Department to include groups loitering in and around businesses, open alcohol being consumed on public property and in the roadways, loud music from vehicles, trash and debris being left following these gatherings, shootings, fights and one homicide to date. In past years, the Police Department has been able to provide directed patrols and overtime details to help address some of the concerns. Currently, the Police Department cannot provide additional patrols to the downtown business district due to significant staffing issues and addressing the current uptick in gun violence.

2.3 Scope of Services: Provide private security services to address the Downtown area's needs on Thursday, Friday, and Saturday evenings, as well as on an as-needed basis. Beginning May 1, 2022, or as soon thereafter thru 12-31-22.

2.4 Vendor expertise: **The vendor should summarize experience for all staff anticipated to provide security services under this agreement and describe its process for screening security employees prior to employment, and all relevant training required of and offered to its employees. While no specific experience requirements are being requested of individual staff members the firm itself should have a proven record of providing professional security services, particularly in the Champaign-Urbana area.** The vendor must: 1) have up to 4 staff security personnel available to provide professional security services each week at least three nights per week; 2) possess the ability to utilize body-worn cameras; 3) provide daily and incident-based reporting; 4) employ a diverse workforce; 5) offer customizable uniforms; 6) have the capacity to provide unarmed and/or less-lethal options; 7) be able to provide both vehicular and foot patrol; 8) provide professional references; 9) provide for and describe a citizen complaint process.

2.5 Unique Qualifications and/or Options: This section of the proposal allows the vendor at its option to announce what specific experience, expertise, or other factors uniquely qualify it as the best firm to provide this requested support to the City of Champaign.

CONTRACT FOR PROFESSIONAL OR CONSULTING SERVICES

Services Requested:	
Date of Contract:	
CITY: BY: _____ City Manager ATTEST: _____ City Clerk COUNCIL BILL #: _____ DATE APPROVED BY COUNCIL: _____	SERVICE PROVIDER: BY: _____ Printed Name: Print Title: ATTEST: _____ Title:
Department:	Contact:
APPROVED AS TO FORM:	

CONDITIONS

1. **Scope of Services.** The Service Provider shall perform the work described in Exhibit "A", attached hereto and incorporated herein, which is a Proposal dated _____.
2. **Contract Documents.** In addition to this document, the "Contract" shall include:
 - A. The Invitation to Bid or Request for Proposals, Quotes, or Qualifications and any addenda;
 - B. Specifications and any addenda;
 - C. Disclosure Affidavit;
 - D. Dual Representation Affidavit; **APPLICABLE TO THIS CONTRACT**
 - E. Affirmative Action Certificate or Certificate from the Office of Equity, Community, and Human Rights (217-403-8830); **APPLICABLE TO THIS CONTRACT**
 - F. CDAP Utilization/Good Faith Efforts Form; **APPLICABLE TO THIS CONTRACT**
 - G. Completed Bid or Proposal Form;
 - H. Insurance forms (See Section 6);
 - I. Vendor's bid, proposal, scope of work, or quote to the extent not inconsistent with all other Contract Documents;
 - J. Validly executed change orders.

In case of conflict, the more specific shall control over the more general.

3. **Payment.** The Service Provider shall be compensated at the rate(s) _____ with a total not-to-exceed amount of _____ (_____). Payment shall be due in the manner checked below:

A. **Single Payment.** Payment for services rendered shall be due to the Service Provider only after receipt by the City of an itemized statement at the end of performance by the Service Provider. Such statement shall describe the services rendered and shall reference the date of

such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The amount of such statement shall not exceed the not-to-exceed amount set forth above. The City shall render payment within sixty (60) days following receipt of a statement of itemization of the services actually, timely and satisfactorily performed. The Service Provider waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

B. Periodic Payments. Payment for the portion of services rendered shall be due to the Service Provider upon the completion of each phase as described in Exhibit "A" and tender of an itemized statement by the Service Provider to the City. The City shall render payment within forty-five (45) days following receipt and approval of the itemized statement for services actually, timely and satisfactorily performed. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The total amount charged shall not exceed the not-to-exceed amount set forth above. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

4. Personal Services. The parties, as the basis of this Agreement, agree that _____, as representative of the Service Provider, shall personally perform or directly supervise the Service Provider's performance hereunder.
5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work _____. Time is of the essence of this Agreement.
6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider shall maintain in full force and effect insurance policies as enumerated herein. All policies, except policies for professional liability, shall be written on an occurrence basis. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. **The City of Champaign and**

its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The City's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates. Professional liability shall be written on a form satisfactory to the City. Prior to execution of this Agreement, the Service Provider shall provide the City with a copy of the Professional Liability policy for approval, said approval shall not unreasonably be withheld. In addition, the Service Provider shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the City at least thirty (30) days prior to policy expiration.

- A. **Workers' Compensation:**
Coverage A: Statutory Limits
Coverage B: \$100,000 per accident or disease, per employee
- B. **General Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - 1. Products and completed operations coverage.
 - 2. Contractor's Protective coverage.
 - 3. Personal Injury Liability coverage.
- C. **Automobile Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- D. **Professional Liability:** A professional liability errors and omissions policy with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- E. **Errors and Omissions:** If the Service Provider provides services to the City that are of a nature that professional liability insurance is not commercially available, s/he shall provide evidence of errors and omissions insurance with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- F. **Umbrella Liability** policies may be used to satisfy the limits named above.

If a **self-insured** retention or deductible is maintained on any of the policies, the amount of the self-insured retention or deductible shall be approved by the City. Such approval shall not be unreasonably withheld.

This provision shall not be construed to be a limitation of liability for the Service Provider.

7. Indemnity/Hold Harmless. To the fullest extent allowed by law, Service Provider shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Service Provider or the Service Provider's employees or subcontractors and acts or omissions of employees or agents of Service Provider or subcontractors, unless caused solely by the City, its officers or employees. The City shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the Service Provider under this Agreement, and the whole or so much of the money due or to become due the Service Provider under this Agreement, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions, or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City.

Insurance coverage specified in these General Conditions shall in no way lessen or limit the liability of Service Provider under the terms of the Agreement. Service Provider shall procure and maintain at the Service Provider's own cost and expense, any additional kinds and amounts of insurance that, in the Service Provider's own judgment, may be necessary for the Service Provider's property protection in the prosecution of the work.

8. Disputes.

Any disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the City Representative shall be decided by the City Manager. The decision of the City Manager or the City Manager's duly authorized representative for the determination of such decisions shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly

erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the City Representative or City Manager, whichever was last issued.

9. Termination and Suspension.

A. This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

B. The City may terminate this Agreement with or without cause by giving no less than fourteen (14) calendar days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to Service Provider. The Contract shall cease and terminate on the 15th day after the date of Notice.

C. In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate.

D. In the event of termination, the Service Provider shall be paid by the City for all services performed to the satisfaction of the City which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination. The Service Provider will provide all work documents developed up to the date of termination prior to the City rendering final payment for service, which documents become the property of the City.

- E. The Service Provider shall be responsible for all costs incurred by the City to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Agreement, including all court costs and reasonable attorneys' fees.
10. Documents. All documents generated by the Service Provider as the result of this Project, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, shall become the property of the City upon completion or termination of the Project. The Service Provider shall be liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of the Service Provider.
11. Confidentiality. The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the City as confidential.
12. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a personal service contract, and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine.
13. Copyright. The Service Provider assigns to the City any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
14. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Service Provider of its interest in this Agreement without the written consent of the City shall be void.
15. Compliance with Law. The Service Provider shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement,

Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached to this Contract.

16. Dual Representation Affidavit. If applicable, the Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached to this Agreement.
17. Judicial Order to Terminate. Should any court of competent jurisdiction find that this Contract is invalid, this agreement shall terminate, and the Service Provider shall seek no damages from the City for the same.
18. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written permission from the City Manager.
19. Notices. Notice given hereunder shall be given to:

<u>The City</u> City Manager City of Champaign 102 North Neil Street Champaign, IL 61820	<u>Service Provider</u>
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and
20. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.
21. Survival of Provisions. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
22. Human Rights Guarantee Provision and Good Faith Efforts to Achieve Diversity.
 - A. For the purposes of this provision, 'contracting entity' means the legal entity that has signed a Contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance. (See Article IV of Chapter 12.5 of the Champaign Municipal Code, 1985, as amended.)

- (1) Non-Discrimination Pledge. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City, if a plan is required.
- (2) Notices. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the Non-Discrimination Pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notice.
- (3) Solicitation and Ads for Employment. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state 'This is an Equal Opportunity Employer', which statement shall meet the requirements of this Section.
- (4) Employment Relations. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.
- (5) Access to Books. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this Provision.
- (6) Reports. The contracting entity shall, if requested, provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this Provision entitled "Human Rights Guarantees".
- (7) Remedies. In the event that any contracting entity fails to comply with the Non-Discrimination Pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plan or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
 - (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for a calendar year;

- (iii) Recover from the contracting entity by set-off against the unpaid portion of the Contract Price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;
- (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

B. In addition to the above requirements, all contracting entities performing City of Champaign contracts are required, in order to be considered a responsive bidder and throughout the duration of the contract, to demonstrate good faith efforts to meet utilization and workforce participation goals on City contracts. Utilization goals refer to the percentage of work performed by MBE ("Minority Business Enterprise") or WBE ("Woman Business Enterprise") subcontractors on the project. Workforce participation goals refer to the percentage of minority and female individuals employed on a project. Contractors will be required to show that they have met the utilization or workforce participation goals, or that they have made, or commit to making, good faith efforts to reach those goals. The City Manager or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of contract, the type of products and/or services to be provided, and the duration of the contract.

(1) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(i) All contracting entities must submit an Affirmative Action plan as outlined above.

(ii) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed in the City's current electronic workforce management database for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(iii) All contracting entities must submit a utilization plan that outlines their planned use of MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

(2) Other evidence of good faith efforts may include, but is not limited to:

(i) Providing job training or direct employment opportunities to increase the utilization of women and minorities on City projects.

(ii) Attendance at City-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

(iii) Providing evidence that the contracting entity has met or exceeded the goals established for City projects related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(iv) Monetary contributions to training and development funds, including the City's training and development fund, or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(v) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(vi) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(vii) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(viii) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for City contracts and subcontracts.

(ix) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(x) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(xi) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(xii) All other evidence of good faith efforts that the City Manager or his or her designee deems sufficient to advance the City's goals to encourage minority and female participation in City contracts.

(3) Contracting entities are required to work cooperatively with the City of Champaign, including with the Office of Equity, Community, and Human Rights, to ensure ongoing compliance with the good faith effort requirement.

(4) Waiver.

(i) Contracting entities that are unable to achieve utilization and workforce participation goals established for City contracts after all

reasonable good faith efforts have been exhausted may apply for a waiver.

(ii) Good faith effort requirements may be waived on certain City contracts due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(iii) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time in the contract's term.

(iv) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the City Manager or his or her designee.

(v) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past City contracts, will not be eligible for a waiver.

(vi) In order to request a waiver, contracting entities must contact the Office of Equity, Community, and Human Rights, 102 N. Neil St., Champaign, IL, 61820, or by telephone at (217) 403-8830.

(5) Compliance During Term of Contract.

(i) If the City Manager or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a contract with the City, and the contracting entity does not have a valid waiver, the City Manager or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(ii) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the City Manager or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the City Manager or his or her designee deems appropriate.

(iii) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the City Manager or his or her designee finds the contracting entity's response insufficient, the City Manager or his or her designee may:

(a) Cancel, terminate, or suspend the contract in whole or in part;

(b) Declare the contracting entity ineligible for further contracts for up to one calendar year;

(c) Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or

(d) Pursue other contractual remedies or sanctions allowable by law.

DISCLOSURE AFFIDAVIT

(NOTE: This disclosure is required by adopted City Council Policy. This Affidavit must be completely filled out and signed by any party 1) entering into contracts with the City, 2) involved in certain land use proceedings, or 3) development of real estate agreements with the City. This Affidavit assists the City in making determinations relative to conflict of interest and other laws.)

(Fill in state and county in which affidavit is being signed)

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, being duly sworn, do state as follows:

SECTION 1. BUSINESS STATUS STATEMENT

A. _____ (insert complete legal company name), (hereafter "Contractor" or "Vendor") is a:

- Corporation
- Partnership or Joint Venture (General or Limited)
- Limited Liability Company (LLC)
- Individual or Sole Proprietorship
- Not-for-Profit Corporation
- Trust
- Other (i.e. Government Entity)

Contractor's Federal Tax Identification Number: _____, or in the case of an individual or sole proprietorship, Social Security Number: XXX-XX-_____

(If a Corporation, complete B; If a Partnership, complete C; If a LLC, complete B (i), (ii) and C; If an Individual, complete D; If a Not-for-Profit Corporation, complete E; If a Trust, complete F; If Other (i.e. Government Entity), complete G)

B. CORPORATION OR LLC

(i) The State of Incorporation is _____.

Registered Agent of Corporation/LLC in Illinois: _____ Name _____ Address _____ City, State, Zip _____ Telephone	Business Information (If Different from Registered Agent): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone _____ Fax _____ Website
--	---

(ii) The corporate officers are as follows (if applicable, list and identify the corporate officers below – attach additional sheets if necessary):

President: _____

Vice President: _____

Secretary: _____

(iii) **Attach a List** of all shareholders owning five percent (5%) or more of the stock in the corporation.

C. PARTNERSHIP OR LLC

The business address is: _____

Telephone: _____ Fax: _____

Email or website: _____

The partners or members are as follows (attach additional sheets if necessary):

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name:

Address:

Telephone:

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

Email or website: _____

E. NOT-FOR-PROFIT CORPORATION

The business address is: _____

Telephone: _____

Email or website: _____

Director or CAO: _____

The Board Members are as follows (attach additional sheets if necessary):

Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____

F. TRUST

Bank or entity acting as Trustee is: _____

Address: _____

Telephone: _____ Fax: _____

Trust No.: _____

Power of Direction: _____

Address: _____

Telephone: _____ Fax: _____

Beneficial Interests:

Name: Address: Telephone:
Name: Address: Telephone:
Name: Address: Telephone:
Name: Address: Telephone:

G. OTHER (i.e. GOVERNMENT ENTITY)

The entity's business address is: _____

Telephone: _____

Email or website: _____

Director, Chairman, Manager, Mayor, President etc.: _____

The Board/Council Members are as follows (attach additional sheets if necessary):

Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____

Name: _____ Address: _____ Telephone: _____
Name: _____ Address: _____ Telephone: _____

SECTION 2. NON-COLLUSION STATEMENT

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract _____ None

- B. No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used, as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 4. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Contractor/Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

MANAGERS OR AUTHORIZED SIGNATORIES FOR ALL OWNERSHIP TYPES ARE TO SIGN AND NOTARIZE BELOW:

Signature

Printed Name: _____
Title: _____

SUBSCRIBED and SWORN to before me this ____ day of _____, 20 .

Notary Public

My Commission Expires: _____



City of
CHAMPAIGN

Community Relations Office
102 North Neil Street
Champaign, Illinois 61820
(217) 403-8830 or (217) 403-8835 (fax)

Office Use Only

Requested by:		Date:	
Approved by:		Date:	
Vendor Number:	Code:	Entered: CRO	
		FIN	
Certificate Number:	Certificate Expiration Date:		

AFFIRMATIVE ACTION REPORT FORM

Failure to properly complete and sign this form prior to the execution of a contract with the City, or within 7 days after a request to submit this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Champaign.

Section I. Identification

1. Company Name and Address:

d/b/a:

Chief Executive Officer:

Address:

City/State/Zip:

Telephone: () -

Fax: () -

FEI Number:

Social Security Number: XXX-XX-

E-mail Address:

Check one of the following:

Corporation

Partnership

Individual Proprietorship

Limited Liability Co.

2. Name and Address of the Company's Principal Office *(answer only if not the same as above):*

Name:

Address:

City/State/Zip:

3. Major activity of your company (product or service):

4. Nature of Business:

Contract:

Bid:

Register as a new vendor for future projects.

Other:

SECTION II. Policies and Practices

Description of Equal Employment Opportunity (EEO) Policies and Practices		YES	NO
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest or source of income?		
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: _____ Title: _____ Telephone: _____ Fax: _____ Address: _____ E-mail: _____		
C.	Has the company developed a written Affirmative Action Plan? Note: a copy of the Affirmative Action Plan must be submitted with this form in order to be considered eligible to do business with the City of Champaign. If you would like technical assistance in developing a plan, please contact the Community Relations Office at (217) 403-8830.		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? Note: Please attach a copy of the policy statement.		
E.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest or source of income?		
F.	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?		
G.	Is your company a minority/women owned business? (Defined as at least 51% owned by individuals who are of the female gender and/or who have origins in one or more of the following groups: African American, Hispanic, Asian American, and Native American.)		
H.	If you answered "YES" to G, please check all classifications that apply: <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female		
I.	If you answered "YES" to G, would you like to be added to our Minority E-mail Group and/or Minority Directory? Please include your e-mail address:		
J.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.		
K.	Is your company certified with IDOT as a DBE firm? (Defined as a small business firm that is owned and controlled by socially and economically disadvantaged individuals.)		

L.	Does the company have collective bargaining agreements with labor organizations?		
M.	If you answered "YES" to L, have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Champaign?		

SECTION III. Employment Information

- a. Please complete the company work force analysis on the bottom of this page. Use the number of employees as of the most recently payroll period. Be sure to complete all applicable columns.
- b. Job Classifications (see descriptions, next page)
- c. Identify the geographical area(s) from which the company may reasonably recruit employees (Use city, county, Standard Metropolitan Statistical Area, or distance in miles from company location, etc.)
- d. If minorities and females are currently under-represented in your work force, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

M = MALE, Column B is sum of Rows D, F, H, J and L.

F = FEMALE, Column C is sum of Rows E, G, I, K and M.

Date of above Data:

SECTION IV. Certification

The company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City's Affirmative Action Ordinance (Section 12.5-65) and Human Rights Guarantee provision (Section 12.5-64).

Signature:	Typed Name & Title	Telephone Number	Date

DEFINITIONS OF TERMINOLOGY LISTED IN THE WORKFORCE PROFILE TABLE

(See previous Page)

DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race/ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than *one* race/ethnic group. The race/ethnic categories for this report are:

White (Not of Hispanic origin). All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Black of African-American (Not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.

Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.

American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

Officials and Managers. Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers farm operators and managers, and kindred workers.

Professionals. Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers.

Technicians. Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales. Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical. Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft Workers (Skilled). Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (Semi-Skilled). Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

Laborers (Unskilled). Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

Service Workers. Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, car workers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

THIS FORM MUST BE SUBMITTED WITH YOUR BID OR PROPOSAL IN ORDER TO BE CONSIDERED RESPONSIVE. If you have questions about this requirement, contact the Office of Equity, Community & Human Rights at (217) 403-8830.



**Champaign Diversity Advancement Program (CDAP)
Office of Equity, Community and Human Rights
Good Faith Efforts Form
(Non-Subcontracting Projects)**

OFFICE USE ONLY

Date:		Project Title:	Private security services for the Downtown area
Workforce Participation Goals (The percentage of minority and female employees who are employed and will be working on this project.)			
MBE Goal:	20%	WBE Goal:	15%
(To be completed by Department Preparer prior to issuance of Invitation to Bid/Request for Proposals or Request for Quotes) Good Faith Efforts Form Has Been Approved by CDAP Compliance Officer: <input checked="" type="checkbox"/> Yes			

Section I:

Bidder/Proposer Information – Certified MBE/WBE Status: MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/>			
CDAP Certified: Yes <input type="checkbox"/> No <input type="checkbox"/> Other certification (please list): _____			
Company Name		Phone #	Fax #
Address	Street	City	State Zip Code
Contact Person		Title	Email Address

Section II:

Indicate workforce participation for this contract below (i.e. number of workers who will be assigned to and working on this specific project).

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

M = MALE, Column B is sum of Rows D, F, H, J and L.

F = FEMALE, Column C is sum of Rows E, G, I, K and M.

Date of above Data: _____

Section III:

Please mark all that apply:

- I am a certified MBE and will perform 100% of the work for this project and will meet the workforce participation goals established for this project.
- I am a certified WBE and will perform 100% of the work for this project and will meet the workforce participation goals established for this project.
- I am a non-MBE/WBE firm and I will meet the workforce participation goals for this project.
- I am a non-MBE/WBE firm and will not meet the workforce participation goals for this project; however, I have made or commit to making good faith efforts to increase diversity in City contracting as detailed in Section IV.

Section IV:

DESCRIPTION OF GOOD FAITH EFFORTS (Complete this part only if MBE/WBE workforce participation goals are not met.)

Please describe below or in a separate letter any aspects of your efforts to obtain or promote MBE/WBE participation in your workforce and projects. This is an opportunity to “tell the story” of your good faith efforts to encourage diversity in City of Champaign contracts. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Do you participate in any organizations or programs that promote or assist in increasing diversity in contracting in the community?
- Do you participate in job fairs or networking events aimed toward increasing female and minority recruitment or career development in your profession?
- Do you provide job training or direct employment or internship opportunities intended to increase the utilization of women and minorities on City projects?
- Have you developed internal policies or programs to increase hiring, professional development, and retention of female and minority employees?
- Do you partner with female and minority businesses on projects, whether related to City contracts or otherwise?
- Do you attend or commit to attending City-sponsored networking events to increase the utilization of minority and female-owned businesses, and female and minority workers?
- Do you seek services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers?
- Do you make monetary contributions to training and development funds, including the City's CDAP training and development fund, or organizations dedicated to encouraging minority and female-owned businesses and minority and female workers?
- Do you participate in the City's CDAP mentor/protégé program to coach, develop, and build capacity of local female and minority-owned businesses?
- Did you take any additional measures to encourage MBE/WBE participation in City contracts?

Write Response Below:

Please attach additional sheets if necessary

Section V:

The information provided in this Champaign Diversity Advancement Program (CDAP) Office of Equity, Community and Human Rights – Good Faith Efforts Form is true and accurate to the best of my belief. I understand that knowingly providing false information could be grounds for disqualification from this and future City projects. The City reserves the right to verify all information provided.

Signature (Bidder/Proposer or Authorized Representative)

Date

Signature (CDAP Compliance Officer)

Date

Vendors with questions can contact the Office of Equity, Community and Human Rights at (217)-403-8830.