

REQUEST FOR PROPOSALS

**TO PROVIDE
EMERGENCY MEDICAL SERVICES and RELATED SERVICES AT
TOYOTA PARK**



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Response Due February 8, 2013
Tentative award date February 21, 2013

- 2.5 Representatives of the Village will evaluate the RFP responses, subsequently selected individuals or firms will be interviewed to further evaluate their management experience and qualifications. All questions from Bidders must be submitted in writing to the Village at the above address. Responses to all questions will be submitted in writing to all known Bidders.
- 2.6 A preliminary selection will be made by the Village. Thereafter, the Village will request detailed price responses from the selected firm. If the Village and the selected firm cannot reach an agreement within sixty (60) days after the selection, the Village has the sole option to begin negotiations with the firm selected as second. The Successful Bidder may commence work only after the Bidder and the Village sign definitive legal documentation reflecting the agreement of the parties.
- 2.7 The Village reserves the right to reject any or all Responses for any reason what so ever. The decisions of the Village will be final.

Article 3: Bond Requirement

- 3.1 **Bid Security-**
A Bid Bond in the amount of \$10,000.00 will be required with RFP response. Bids that are not accompanied by a Bid Bond shall be rejected as non-responsive.
- 3.2 **Performance & Payment Bond-**
A Performance and Payment Bond will be required in the amount of \$50,000.00. These Bonds must be delivered within 15 days of execution and delivery of a definitive agreement. Bid Bond is due at the time the Response is submitted and Performance Bond is due 15 days within execution and delivery of a definitive agreement.

Article 4: Purpose

- 4.1 The Stadium consists of approximately 100 acres bounded by Harlem Avenue and 71st Street. The Villages desires to engage a firm, which will provide Emergency Medical Services to the Stadium. These responsibilities are described in greater detail below.

Article 5: Consideration of Responses

- 5.1 **Opening of Responses-**
- 5.1A The properly identified RFP Responses received on time will be opened publicly at an established date and time and acknowledged.
- 5.1B To be considered for award, a Bidder must be experienced and regularly in the business of providing the Scope of Services required by the RFP and operate a business phone and be available for consultations.
- 5.1C Minimum experience qualifications, as set forth in section VI are required to submit a Response.

5.2 Rejection of responses-

5.2A The Village shall have the right to reject any or all RFP Responses, including responses not accompanied by the data required by the RFP, or without limitation, which are in any way incomplete or irregular.

5.3 Acceptance of Response-

5.3A It is the intent of the Village to award a contract to the qualified and responsive Bidder submitting the Response which is in the financial and operational interest of Stadium, provided the Response has been submitted in accordance with the requirements of the RFP. The Village shall have the right to accept the Response, which in the Village's judgment, is in the Stadium's best interests.

5.3B Following the evaluation of written Responses, selected Bidder(s) will be requested to offer an oral presentation to the Village. Failure to comply with such a request will disqualify Bidder from consideration.

5.4 Time of Award-

5.4A Responses will be irrevocable for 60 days from the date of opening. It is the intent of the Village to enter into contract negotiations with the Bidder that the Responses establish will be the provider of the highest quality services obtainable.

5.4B This RFP does not commit the Village to the awarding of a Contract.

5.4C The Village will not be liable for any costs incurred in the preparation and presentation of any Response.

Article 6: Procedures

6.1 All Responses must be submitted in a sealed envelope bearing on the OUTSIDE the name of the Bidder, its address, and the name of the project for which the Response is submitted. It is the sole responsibility of the Bidder to see that its Response is received at or before the designated time and at the designated place.

6.2 The Response must be signed in the name of the Bidder and must bear the signature, in longhand, of the person or persons duly authorized to sign the Response.

6.3 Award of this RFP does not grant the right to the Bidder to use the award in any advertising media; nor may any Village employee endorse a product or service covered by this RFP, except upon the written authorization of the Village.

6.4 The Bidder shall assign neither its response to this RFP (in whole or in part) nor any monies due to become due there under without the prior written approval of the Village.

6.5 All Responses shall be typewritten without erasures or deletions.

6.6 Each copy of the Response shall include the legal name of the Bidder and a statement identifying the Bidder as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Response by a corporation shall further give the state of incorporation and whether the Bidder is qualified to do business in Illinois. A Response submitted by an agent shall have a current power of authority to bind the Bidder.

- 6.7 The contract shall be considered legal and binding on both parties when both parties have duly signed the contract document. The Successful Bidder shall be notified of award by letter. By submitting a Response, Bidder agrees, if selected, to enter into a contract document consistent with the Response and one that binds the Bidder to comply with all of the requirements of the contract documents; the Response shall be incorporated into and made a part of the contract.

- 6.8 Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract or complete replacement of the defective areas at the Bidder's expense. In the event of cancellation, the Village shall not be obligated to compensate the Bidder for any defective work undertaken. Costs incurred by the Bidders in preparation of their Response, including travel and personal expenses, may not be charged as an expense of performing the contract.

- 6.9 Any Bidder may withdraw its Response, by written request only, at any time prior to the designated time for receipt of Responses. Following the deadline for Response submissions, it is understood that no Response may be withdrawn for a period of sixty (60) days after the date set for the public opening thereof.

- 6.10 All Responses and other material submitted become the property of the Village and notice is given that such materials may become part of the public record and therefore, subject to disclosure under Illinois law. Responses may be returned at the Village's option. The Village reserves the right to use any part of the ideas presented in response to the RFP. Public records are, by law, open to inspection by the public. The Bidder will not receive any compensation, monetary or otherwise, for any costs associated in the preparation of any response to this RFP.

- 6.11 Changes in or additions to the Response form, recapitulations of the specified work, alternate Responses, or any other modification of the Response form that is not specifically called for in the contract documents may result in the Village's rejection of the Response as not being responsive to the invitation. No oral or telephonic modifications of any Response submitted will be considered.

- 6.12 Any erasures, interlineations, or other corrections in the Response must be initialed by the person or persons signing the Response.

- 6.13 Bidder must provide a detailed history of company and a description of comparable services provided for comparable projects including dates. Bidders must show proof of proper licenses and certificates to operate an ambulance / EMS including the authority to work within the appropriate Illinois EMS region or regions in the State of Illinois. The organization must maintain such license and certificates according to the Illinois Department of Health, throughout the term of the contract.

Experience: Show documentation of the experience in providing similar type EMS to sporting and entertainment stadiums. This shall include the size of the venues, the equipment used and personnel involved.

Time of Award

Request for Proposals Issued	January 31, 2013
Response Due	February 8, 2013
Tentative award date	February 21, 2013

Article 7: Evaluation Criteria

The Successful Bidder shall be determined by the following criteria:

Qualifications and Service Methodology:

A comprehensive list of services proposed to be delivered. The Response should include, but not be limited to:

- Indication of the level of EMS services provided: EMT-P etc.
- List the mythology of determining the ratio of number of EMS employees (and apparatus) assigned /attendance – to stadium events
- Apparatus type assigned to stadium events and available reserve apparatus and equipment
- List of fluently spoken languages of employees assigned to the Stadium by the Bidder
- Describe your strategy on providing EMS administered to: patrons, Stadium employees, athletes, performers, etc. during stadium events
- Provide a copy of the Bidder's drug policy
- Ensure that all employees are properly licensed including medical and driving licenses. Ensure no employees have restrictions that would prevent them from performing their tasks
- Describe your contingency plan for a mass causality event including additional resources available
- Describe your company's ability to expand services for larger events
- Detailed list of all services to be provided
- Present a copy of the Illinois Department of Public Health license
Identify what hospital systems the Bidder participates in
- Provide a copy of the Bidder's bond
- If awarded the contract the Bidder must provide certifications of EMS employees assigned to stadium including certifications of replacement or substitute employees.
- If awarded the contract the Bidder must supply a copy of SOP/SOG (general rules of conduct) and the training policy of the company
If awarded the contract the Bidder must provide certifications and motor vehicle safety certificates for all the involved vehicles

The Village reserves the right to approve or reject, for any reason Bidder's staff assigned to the stadium at any time. The Bidder must provide the Village with complete background checks of all personnel assigned to the Stadium.

The Village reserves the right to reject any or all Responses and to negotiate changes in Responses or best and final offers. It is the intent of the Village to select a single Bidder to supply the services necessary to ensure adequate current and appropriate levels of EMS as defined in this RFP.

The Bidder must confirm that it is of sufficient size and equipped to handle the proposed workload as described in this RFP.

Service Costs: Outline the fee structure to include description of costs for each service your company proposes to provide – i.e. paramedic costs, etc. The fee structure should include all components of the total service fee including start-up and estimated yearly renewal costs. The Village will consider multi-year contracts as an option.

As an option, list the cost for providing on-site EMS basic training for Stadium employees.

Article 8: Length Of Contract

8.1 The Contract under which these privileges shall be granted will be for a term of three (3) years. At the conclusion of this three (3) year term, an option to renew this contract may be exercised by an

agreement of the Village and the Bidder for not more than two (2) additional terms of one (1) year in length under the provisions agreed to herein other than pay rates which will be subject to the mutual agreement of both the Village and Bidder. The Village shall reserve the right to terminate this Contract, on thirty (30) days written notice, without penalty.

Article 9: Scope Of Work

9.1 Quality Assurance

9.1 A. It shall be the responsibility of the Bidder to keep legible and accurate daily records of work performed by the employees of the Bidder as requested by the Village.

9.1 B. Bidder shall conduct a minimum of two (2) unscheduled inspections by supervisory personnel during event days or nights in a monthly basis. Evaluations from inspections shall be available to the Village.

9.1 C. Bidding Manager will meet with the Village prior to any Stadium event and be available to attend any meetings as requested by the Village.

9.2 Payment

9.2 A. Invoices will be received by the Village on a monthly basis and processed in 30 days. Payments over 60 days late may be subject to a minimal late fee mutually agreed upon by the Village and Bidder.

9.2 B. Weekly time sheets will be submitted to the Village indicating Stadium events, etc. with a daily log of hours worked by each laborer. A daily event sheet and other reports requested by the Village will be submitted following each event listing each laborer and the number of hours worked during the event.

9.2 C. Estimated EMS expenses will be needed in writing within a reasonable time prior to events or as requested. When requested by the Village, expenses for special events or when requested are to be completed the day of the event and a bill submitted the same day. (Prior to the end of the concert/event). All services must be provided at straight time for all events. Straight time reflects no overtime other than holidays. Rates for events that take place on national holidays will be negotiated between the Village and Bidder

9.3 Labor

9.3 A. Bidder will be responsible for the hiring and dismissing of any of its employees. However, authorized Village representatives have the right to have any employee removed from the Stadium or surrounding area. Bidder will be responsible for preparing all work schedules assuring that each post and shift, as specified by the Village, is manned.

9.3 B. Employees shall be uniformly dressed and clean and neat in appearance. All employees must display identification prominently and at all times while on the Stadium premises.

9.3 C. All employees shall be qualified and properly trained in the theory and practical application of EMS services. All employees shall be held to the highest standards of customer service in all interactions with patrons, guests, employees or any other person.

9.3 D. The Village has the right of approval of any and all Bidder's employees.

9.3 E. The Village has the right to assign specific positions including supervisors.

9.3 F. Bidder must conduct background checks and drug screening. Making results available to the Village if requested.

9.4 Licenses –

9.4 A. Bidder shall be required to provide and maintain any permits and licenses required by law at its own expense.

9.4 B. Bidder is responsible for securing all permits and licensing as required by the State of Illinois and the EMS region they operate in at their sole cost.

Article 10: Insurance And Bonds

10.1 Insurance

10.1 A Bidder shall obtain, from an insurer having a minimum rating of or equivalent to A-9 in Best's Insurance Guide, and maintain throughout the Term of an Agreement and any extensions or renewals thereof, "Insurance Policies" set forth below:

Bidder shall, at its own expense, secure and deliver to the Village not less than thirty (30) days prior to the commencement of an Agreement and shall keep in force at all times during the term of an Agreement:

- A comprehensive general liability insurance policy in form acceptable to The Village covering the Services being provided hereunder in an amount not less than Three Million Dollars (\$3,000,000) for bodily injury and Three Million Dollars (\$3,000,000) for property damage; and
- Three Million Dollars (\$3,000,000) for independent Bidders; and Comprehensive automotive bodily injury and property damage insurance in form acceptable to the Village for business use covering all vehicles operated by Bidder, its officers, agents, and employees in connection with the Services, whether owned by Bidde, and the Village, or otherwise, with a combined single limit of not less than Three Million Dollars (\$3,000,000)
- (including an extension of hired and non-owned coverage); and
- Applicable workers compensation insurance for Bidder's employees, as required by applicable law.

The following shall apply to the insurance policies described above:

- The Village of Bridgeview, and its officers, directors, agents, and employees acting within the scope of their duties in connection the Stadium and surrounding properties, shall be named as additional insured there under. Not less than thirty (30) days prior to the commencement of this Agreement, Bidder shall deliver to the Village certificates of insurance evidencing the existence thereof, all in such form as the Village may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be cancelled or materially changed or altered without first giving thirty (30) days written notice thereof to the Village, Attn: Treasurer, 7500 S. Oketo, Bridgeview IL 60455. If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, Bidder shall deliver to the Village at least ten (10) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

- The coverage provided under such policies shall be occurrence-based, not claims made.
- The coverage limits on such policies shall be on per-occurrence basis and, to the extent that the coverage under any such policy contains an aggregate limit, the amount of such aggregate limit shall be at least twice the coverage limit provided on a per-occurrence basis under the same policy. In the event any such policy contains an aggregate limit, Bidder shall be required to notify the Village immediately, in accordance with the notice provisions of this Agreement, of the existence of (1) any outstanding claims having an alleged value and, if applicable, any accrued, outstanding defense costs related thereto, which individually or in the aggregate equal or exceed twenty-five percent (25%) of the aggregate limit of such policy, and (2) any claims and defense costs related thereto that have been paid out under any such policy, where such payments in the aggregate equal or exceed twenty-five percent (25%) of the aggregate limit under such policy. In either event described in clause (1) or (2) above, Bidder shall purchase, and shall promptly notify the Village no later than contemporaneously with the delivery of the above notice that Bidder has purchased, additional insurance to restore the aggregate amount of coverage originally provided there under, and Bidder shall deliver to the Village, contemporaneously with the delivery of the above notice, a certificate of insurance (which satisfies the requirements of this Section 9.1A), evidencing the maintenance of such additional insurance. Should Bidder fail to obtain such additional coverage and to provide evidence thereof to the Village, the Village shall have the right, at its sole option, to terminate this Agreement immediately or at such other time as the Village may specify.
- Bidder hereby acknowledges that the coverage limits contained in any policy, whether such limits are per-occurrence or in the aggregate, shall no way limit the liabilities or obligations of Bidder under this Agreement, including, without limitation, Bidder's indemnification obligations under Section 9.3 below.

The terms of the automobile and general liability insurance policies referred to in this Section 10.1A shall preclude subrogation claims against the Village and their respective officers, employees and agents.

10.1 B. All such insurance coverage, with the exception of Workers' Compensation, shall name Chicago Fire, Major League Soccer, Village of Bridgeview, and their officers, directors, agents, and employees, officers and directors as additional insured's there under.

10.1 C. Evidence of such insurance coverage being in place will be promptly delivered to the Village prior to the commencement of the term of the contract to be entered into with the successful Bidder. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least 30 days prior notice to the Village, such prior notice being mandatory and not the best efforts of the required coverage, Bidder will provide the Village with evidence of renewal of all coverage required on at least the same terms and conditions as originally requires for this agreement.

10.2 Bonds –

10.2A. The Performance Bond must be provided by a surety that is licensed to do business in the State of Illinois.

10.3 Indemnification –

10.3 A Bidder shall indemnify, defend and hold harmless the Village of Bridgeview and its officers, agents and employees from and against any all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees)

(collectively, the “Losses”) arising from (i) Bidder’s failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively, the “Laws”) applicable to Bidder’s performance of an Agreement, (ii) any unlawful acts on the part of the Bidder or its officers, agents, employees, or sub Bidders, (iii) personal or bodily injury to or death of persons or damage to the property of the Village to the extent caused by the negligent acts, errors and/ or omissions or the willful misconduct of Bidder or its officers, agents, or sub Bidders, or (iv) the material breach or default by Bidder or its officers, agents, employees or sub Bidders of any provisions of this Agreement. This subparagraph (a) shall not apply to the extent where the Losses are caused by the negligent acts, errors and/or omissions or the willful misconduct of Village or their respective officers, agents, employees, or sub Bidders.

10.3 B The provisions set forth in subparagraph (A) above shall survive the termination of this Agreement.

10.4 Liquidated Damages –

Liquidated damages per day in the event of a breach by the Bidder are as follows:

Any damages resulting from the Village obtaining other services at additional cost due to inflation, failure to provide services as required or any loss to or liability of the Village caused directly or indirectly by the Bidder. The Bidder and Surety shall be liable, singly or jointly, for any liquidated damages.

Article 11: Form Of Response

Please Attach The Following Items Upon Submitting Bid –

- 11.1 A. Employee selection procedures and policies
- 11.1 B. Training record samples
- 11.1 C. Copy of sample weekly/ monthly time records utilized by Bidder
- 11.1 D. Copy of written work schedules
- 11.1 E. Photographs of complete uniforms and inventory stock, if available
- 11.1 F. List of all bargaining agreements currently in effect in the Illinois area
- 11.1 G. Proof of insurance as requested in Scope of Work
- 11.1 H. Provide a complete and accurate description of all training programs provided to EMS personnel
- 11.1 I. Reference listing of current and previous contracts similar in scope and magnitude that have and had value of at least \$200,000.00
- 11.1 J. Include a minority action plan. MBE participation is not required, but recommended
- 11.1 K. Evidence may be required that the minimum experience qualifications have been met and/or exceeded
- 11.1 L. Proof of proper State of Illinois License
- 11.1 O Proof of Bid Bond

Failure to provide above-mentioned information and specifications is considered grounds for rejection of the bid. Failure to comply with and maintain any one or all of the above-mentioned specifications shall be considered grounds for revocation of said bid. Revocation shall be at the sole discretion of the Village. Bidder by submission of this bid and acceptance of the terms and conditions therein waives the right to plead defensively against such revocation. The Village shall notify Bidder in writing of such revocation and Bidder shall have thirty (30) days from receipt of same before termination.

COMPLETION OF BID DOCUMENTS:

All bid documents must be completed in full. If the information required in any blank space is not applicable to the bidder, the same should be designated by inserting the letters N/A. **Bidder must submit one original and four copies of each document fully completed and executed.** Bidders must submit to the Village, the Chicago Fire and Major League Soccer, and their officers, directors, agents, and employees and their employees, agents and officers as additional insured as required by the Bid and Specifications. A Bid Bond must also be submitted with the entire Bid.

Article 12: Financial Response

Please complete Addendum A and B.

Additional Services

From time to time or due to unforeseen circumstances, Bidder may be required to provide services, which may or may not be directly defined as EMS Services. If such circumstances arise, the General Manager or his/her representatives of the Village may request Bidder to provide said services. The rates for the provision of said service shall be determined by mutual agreement between the Bidder and the Village and said additional services shall be considered to fall under the specification provisions of this bid.

GENERAL INSTRUCTIONS TO THE BIDDER

MANNER OF SUBMISSION:

The bid Response must be submitted to the Village in a sealed envelope at the following address by 4:00p.m. on Friday February 8, 2013 **(The envelope must denote purpose of letter).**

**General Manager
Toyota Park
7000 South Harlem Ave.
Bridgeview, IL 60455**

All bidders must submit (1) a Bid Bond executed in proper form and must be in an amount not less than \$10,000 in effect for the proposed contract period. All documents must be signed by the bidder in the appropriate form.

One (1) original and four (4) copies of each should be included.

ADDENDUM A
SAMPLE BID AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, THAT _____
_____ as Principal, and _____
as surety, held and firmly bound, unto the Village of Bridgeview, in the sum of \$10,000.00 as a Bid Bond and \$50,000.00 as a Performance Bond, to be paid to the said Village of Bridgeview, aforesaid, their certain attorney, successors, or assigns. To which payment, well and truly to be made, we do bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound _____
have/ has filed with the Village Responses for _____

TO BE done under pursuant to acts of assembly relating thereto; now
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF SAID _____

_____ shall enter into a written contract, as required by said laws and acts of assembly, and in case the same shall be awarded to the Principal and the Principal well and faithfully performs and fulfills in all its parts, the contract to be made and entered into by and between the Village and the said Principal for _____ in accordance with the above mentioned contract, and shall indemnify and save harmless the Village from all liens, and shall otherwise indemnify, save and hold harmless said Village from all charges, claims, loss, cost, and damages of every kind and nature whatsoever, including, but not limited to, attorney's fees and filing fees, then this obligation shall be void; but otherwise this obligation shall remain in full force and effect.

It is further agreed that any alterations, which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under said terms of contract, or the giving by the Village of any extension of time for the performance of the contract or any other forbearance on the part of either the Village or the Principal to the other, shall not in any way release the Principal and the surety or sureties, or any of them, their heirs, executors, administrators, successors, legal representatives, or assigns, from their liability hereunder, notice to the surety or sureties of any such alterations, extension or forbearance being hereby waived.

WITNESS our hand and seal, this _____ day of _____, 2013

Name of Bidder

ATTEST: (if corporation)

_____ BY: _____

TITLE: _____ TITLE: _____

For Bidder

SEALED AND DELIVERED IN PRESENCE OF:

For Surety Company

Witness as to Surety

Name of Surety

BY: _____
Attorney in Fact

ADDENDUM B
Bridgeview Stadium
Bridgeview, IL.

Response

1. **Authority-** This Response is submitted to the Village of Bridgeview (the “Village”).
2. **Bidder-** This Response is submitted to the Village by _____
 (“Bidder”), which has its principal place of business at _____.

Bidder is (check one): _____ An Illinois Corp. _____ Non-Illinois Corp.
_____ Partnership _____ Sole Proprietorship

Communications with the bidder should be addressed to the Bidder at _____
_____, _____
or made to telephone number _____.

3. **Last Day and Time for Submission of Response -** The last date for submission of this Response is set forth in Specifications and Bid Sheet (“Bid Sheet”). This Response must be submitted on or before 4:00pm Central Standard Time on such date.
4. **Manner of Submission -** This Response is to be submitted in a sealed envelope at the following address, which is the address of the principal offices of the Director of Operations of the Stadium for the Village:

General Manager
Toyota Park
7000 South Harlem Ave.
Bridgeview, IL 60455

5. **Effective Date -** This Response is effective on the date and at the time of its receipt by the Village at the principal office thereof as evidence by the handwritten or stamped date and time of receipt by the Village to be recorded hereto.
6. **Date of Opening -** All Responses for the items set forth in bid sheet will be opened by a designated representative of the Village or his/her designee at 4:00pm, prevailing time, on the opening date specified in the Specification and Bid Sheet, at the principal office of General Manager for the Stadium, unless all Responses are rejected as hereinafter provided. No Response may be withdrawn after any Response has been opened.
7. **Incorporation by Reference of Other Documents** This Response incorporates by reference the following documents: (1) the Bid and Performance Bond, (2) the Specifications and Bid Sheet, (3) this Response, and any attachments or addendum thereto (hereinafter “Bid Documents”).
8. **Manner of Completion and Form of Response -** Each and every blank space provided in the Bid Documents must be completed. If the information required to be provided in any blank space is not applicable to the Bidder or to the bid subject hereof, the same should be designated by inserting “Not Applicable” or “N/A”, except as hereinafter provided. All Responses concerning the items set forth in the bid sheet must be submitted on the forms provided, and no variant Responses will be considered by the

Village. Each Bidder must bid on every item set forth in the bid sheet, unless expressly indicated otherwise. If the Bid Sheet permits the Bidder to bid on fewer than all the items set forth therein, the Bidder must, nonetheless, mark "No Bid" for each item for which it does not wish to submit a bid. The Bid Documents must be typewritten or completed in ink. They must be signed by hand in ink. Printed signatures are unacceptable. It may be signed only by such representatives of the Bidder as are authorized to legally bind the Bidder. If the Bidder is a corporation the President of the corporation, or two (2) other authorized officers of the corporation must sign the bid documents. In such latter event, the signatory or signatories certify that they are aware of the resolutions and by-laws of the Bidder and that such signature or signatures on the Bid Documents legally bind the Bidder.

9. Rejection of Response and Rebidding - The Village reserves the right to reject all Bids for any reason and to solicit new Bids concerning any or all of the items set forth in the bid sheet at a later time in accordance with law. The Village reserves the right to reject any bid, which is improperly completed or for violation of the terms and conditions of this Response and the documents incorporated herein by reference.

10. Award and Acceptance of Response - This Response may be accepted any time within sixty (60) days after the date of opening described herein above, or within such other time as may be imposed or permitted by any law enacted within such 60-period. Within such 60-day period, the Bidder has no right to withdraw or modify its Bid, even after the Village have made an award as to some or all of the items set forth in the bid sheet to another Bidder, except as permitted by law. The Village may make an award, and/or subsequently accept any single item or combination of items specified therein, unless the bid sheet provides that award will be made on a lowest responsible total-bid basis. This Response does not legally bind the Village in any way whatsoever, and the Village shall not be liable hereon, until this Response and all other Bid Documents have been duly executed by the appropriate authorized signatory of the Village, and hereby accepted by the Village. The Bidder is advised that neither oral nor written statements made prior to, during or after an award as to the items set forth in the bid documents, bind the Village and should not be relied upon. The Bidder is advised that any action by the Village with respect to this Response may be rescinded before execution hereof by the Village. Acceptance of the Bid by the Village will be mailed or delivered to the Bidder at the address for communications set forth herein above. If any Bid is accepted, such an acceptance will be made only if such Bid is properly completed and sets forth the lowest responsible bid or bids in accordance with the requirements set forth in the bid sheet. Bidders may include exceptions to the bid sheet, but only to the extent to the Village in its sole discretion, determine that such exceptions do not constitute material and significant changes thereto, and by submitting this Response, and the other Bid documents the Bidder expressly waives the right to contest any such determination by the Village.

12. Price - All prices submitted by the Bidder on the bid sheet shall be based on the following:

- No taxes of any kind shall be included in any price to be paid by the Village.
- All of the stipulations, terms, and conditions as set forth in the Specifications and Bid Sheet.
- Unless fully disclosed in the bid documents and accepted by the Village, all prices quoted shall be firm prices without contingencies for increase.

The Bidder hereby expressly waives the right to the defense of impracticability of performance or similar defenses.

13. Bid Bonds - No bid shall be proper and qualify for acceptance by the Village unless it is accompanied by a bid bond in the form attached to this Response. All bid bonds shall be in the amount as set forth in the specifications. The bid portion of the bid bond may be substituted for by a certified or cashier's check or equal amount payable to the Village accompanying this Response. The Village is under no duty to invest any certified or cashier's checks, and no such checks will be returned to each successful bidder only after expiration of sixty (60) days from the opening date of the Bid, and will be returned to each successful Bidder only after the Contract has been completed. The Village may, in its sole discretion, return all unsuccessful bidders' checks within said 60-day period. In the event that a certified check is substituted for the bid portion of the bid bond, contract shall be executed by the Village without the bidder

first submitting a performance bond in the amount indicated on the bid sheet. Such performance bond must be submitted to the Village within fifteen (15) working days from notice of award.

14. Performance Bond - No Response shall be proper nor qualify for acceptance by the Village unless a Performance Bond is submitted within fifteen (15) days after notice of award, which notice may be oral. The Performance Bond must be in the amount set forth in the Specification and Bid Sheet. The Surety carrier who will issue the above-mentioned Performance Bond must be licensed in the State of Illinois. In no event is the bid accepted by the Village or binding upon the Village until the Village executes the Bid Documents. **NOTICE OF AWARD DOES NOT CONSTITUTE ACCEPTANCE OF THE BID.**

15. Damages - The Bidder and its surety on the Bid and the Performance Bond, or the Bidder with reference to a certified check submitted in lieu of such bond or bonds, shall be liable to the extent of damages actually sustained by the Village and caused by the Bidder's default. As used in this paragraph, "default" means any breach of the terms or conditions of the Response or any of the other Bid Documents which would result in (a) the Village obtaining other services at additional cost, due to inflation or otherwise, the Village paying the Bidder more than necessary for such services due to collusion, and/ or (b) any loss to or liability of the Village caused directly or indirectly by the Bidder. The Bidder's responsibility to pay damages is not limited to the amount of any such bond or certified or cashier's check delivered to the Village. The Bidder and the surety shall be liable, single or jointly, for liquidated damages, that exceed the total of the Performance Bond as stated in the Bid and Specifications Sheet, in addition to other damages authorized in this paragraph. In addition to the damages specified in this paragraph, and elsewhere in this Response or any of the other Bid Document, the Village reserves the right to accept the Bid(s) of other Bidder(s) for the same, and to cancel, without liability to the Village, the acceptance of the Bid of the defaulting Bidder. Additionally, it may be considered a default, in the sole discretion of the Village, if lawsuits, liens or claims, including, but not limited to, lawsuits involving personal injury or property damage of third parties that have been filed against the Village. The Bidder hereby expressly agrees to indemnify and save harmless the Village and Stadium from all such lawsuits, liens or claims, and further expressly agrees that the Village may, in its sole discretion, retain as security for the performance of such indemnifications, such amount, as the Village solely determines to be appropriate, of any payment due the Bidder under this Bid. If the Village breaches this Response or any of the other Bid Documents after its acceptance thereof, the Bidder hereby expressly agrees that its damages will be limited to, but may be less than, the total amount of its bid set forth in the Bid Sheet.

16. Conflicts of Interest - The Bidder hereby certifies that no official of the Village or officer or employee thereof is directly or indirectly a party to or is in any manner interested in this Bid. The Bidder hereby acknowledges that if its Bid is accepted in violation of the immediately preceding certification, this Response shall be null and void and no action may be maintained hereon against the Village. The Bidder hereby agrees to make available to the Village upon request, the names of all its partners or shareholders (to the extent reasonably practicable).

17. Lawsuits by or against the Village - The Bidder hereby agrees to provide, without expense to the Village, such evidence and information as may be in its possession or reasonably available to it as may be useful, in the judgment of the Village, in any lawsuit filed or threatened to be filed by or against the Village.

18. Collusion - The Bidder hereby certifies that it has not engaged in collusion of any kind concerning this Bid and that this bid is submitted solely on behalf of the principal named in this contract.

19. Assignment and Antitrust Claims - By submitting this Response to the Village, the Bidder hereby offers to assign, sell and transfer to the Village all rights, title and interest in and to all causes of action which the Bidder may have under the antitrust laws of the United States or the State of Illinois, or any other state, which causes of action have accrued prior to the effective date of said assignment, and which relate solely to the particular services procured by the Village pursuant to this

Response and the other Bid Documents. Such offer of assignment shall be deemed to be accepted by the Village upon final payment by the Village to the Bidder for such items.

20. Settlement of Disputes - The Bidder expressly agrees that in the event of any disagreement or controversy arising between the Village and the Bidder, as to the interpretation of the bid sheet or the interpretation or proper execution of this Response, or any other Bid Documents, or as to the settlement hereunder, or in the event of any disagreement as to any question or matter whatever which may arise or be in dispute under this Response or any of the other Bid Documents or as to the terms or conditions thereof, such disagreement or controversy shall be immediately inquired into and decided by the Director of Operations of the Stadium, whose discretion granted herein, shall be final and conclusive as to all matter in controversy.

21. Assignments - This Bid may not be assigned by the Bidder without the prior written consent of the Village. An assignment made without such written consent may be considered as a breach hereof, in the sole discretion of the Village, for which, among other thing, Bid and Performance Bonds, or checks in lieu thereof, may be forfeited. Any assignment agreed to by the Village shall not relieve the bidder of his responsibilities under the Bid, and the Bidder shall remain liable hereon. The Bidder agrees to terminate any assignment immediately upon notification by the Village and if the Bidder does not agree with the Village as to such termination, the Bidder nonetheless agrees to accomplish such termination, immediately and then to proceed with the settlement of said controversy in accordance with the terms and conditions of this Response. This paragraph is expressly applicable to subcontracts, as well as to assignments, and to any and all delegations by the Bidder of duties under this Response.

By its execution hereof in the space(s) provide below, the Bidder represents and certifies that it has carefully read this Response, including the bid sheet and any other Bid Documents in relation hereto, and fully understands the meaning of the same, and hereby agrees that it will comply with all of the terms, covenants and conditions set forth therein and further represents that the Bidders intends for the Village to rely upon this representation and certification.

The Bidder certifies by its execution hereof that this Bid is made without any relation to, in connection with any other person or entity making any other bid for any of the items set forth in the Bid Sheet or other Bid Documents.

BID SHEET DEFINITION

EMS: TOYOTA PARK

Term of Contract: 3 years from date of signing with option to renew for additional two (2) one-year terms.

Specifications: Provide EMS for event, non-event and special events. Provide trained EMS personnel and supervisors with appropriate equipment with the capability of working all phases of facility EMS with equipment usage and maintenance as required by the EMS region.

Bidder shall provide all labor. Consumable materials and supplies to be provided by the Village at requisition of Bidder.

Billings: Invoices will be received on a monthly basis and processed in 30 days. Payments over 60 days late may be subject to a minimal late fee mutually agreed upon between the Village and Bidder.

Insurance Requirements: Comprehensive liability, contractual liability. Personal injury, property damage, public liability, indemnity agreement. Workmen’s Compensation \$100,000.

BID SHEET PRICING

INDICATE THE HOURLY RATE FOR EACH CATEGORY:

EMS Supervisor	\$ _____
Nurse	\$ _____
EMT-P	\$ _____
EMT	\$ _____
Mobile Team	\$ _____
Other (Specify)	\$ _____

ALL INCLUSIVE RATE FOR THE FOLLOWING EVENTS: (should include all costs, including but not limited to: payroll taxes, insurance, equipment etc....)

SOCCER GAMES

- Capacity = 20,000 \$ _____
- Capacity = 15,000 \$ _____
- Capacity = 10,000 \$ _____
- Capacity = 5,000 \$ _____

CONCERTS

- Capacity = 28,000 \$ _____
- Capacity = 20,000 \$ _____
- Capacity = 10,000 \$ _____

Bidder's Name _____ **(Type or Print in Ink)**

Attest:
(If a Corporation)

_____ **By:** _____
(Signature)

(Type or Print in Ink Title of Person Signing)

By: _____
(Signature)

Date: _____

Acceptance By Facility / Toyota Park

By: _____

Date: _____

Attest: _____