



Chicago Zoological Society
Inspiring Conservation Leadership

REQUEST FOR PROPOSAL (RFP) FOR ARMED SECURITY SERVICES

RFP No: 071 - 2023

RFP Issue Date: December 18, 2023

The Chicago Zoological Society (CZS) is soliciting proposals to provide contracted, armed security services to supplement the existing police force at the Brookfield Zoo. The specific details will be added in the Scope of Work section of this RFP-Attachment A.)

This document outlines the Society's guidelines for your responses.

Firms must attend a Mandatory Site Walk at 11:00am CST on Monday, January 15th 2024. The initial Pre-Bid walk is to begin at the South Gate Entrance location stated below. Failure to attend will render the Bid Proposal of such bidder to be non-responsive. **Please RSVP for this Pre-Bid walk to the following email address at least 24 business hours prior:**

Purchasing@czs.org

**Chicago Zoological Society
Brookfield Zoo – South Gate Entrance
3300 Golf Road
Brookfield, IL 60513**

If you require clarifications or have specific questions regarding any information contained in this RFP (e.g. Scope of Work), please submit your questions in writing via email to the email address referenced below. **All question(s) must be submitted in writing no later than 5:00pm CST on Friday, January 19th 2024.** Please include the RFP No. noted above in your email.

Purchasing@czs.org

The Proposal must be submitted no later than 5:00pm CST on Monday, January 29th 2024 in electronic format to the following email address:

Purchasing@czs.org

Organizational Overview

The Chicago Zoological Society (CZS) is a private nonprofit organization that operates Brookfield Zoo on land owned by the Forest Preserve District of Cook County. Opened to

the public in 1934, Brookfield Zoo has been a Chicago-area treasure and family destination for more than 75 years. Brookfield Zoo is the largest suburban attraction in Cook County, both in size and visitation. The 235-acre Zoo annually serves over two million visitors from the diverse Chicago metropolitan area. The zoo is open 365 days a year. On an average day, more than 11,000 people visit during the Zoo's peak attendance season in the summer months.

The Chicago Zoological Society's mission is to inspire conservation leadership by connecting people with wildlife and nature. We strive to provide people of all ages and backgrounds with opportunities to learn about and care for the natural world. When it first opened, Brookfield Zoo was considered "cutting edge" for its bar-less enclosures. One of the first zoos to employ nutritionists, pathologists, veterinarians, geneticists, endocrinologists, and behavioral specialists, we continue in a tradition of innovation.

Scope of Work/Deliverables/Required Response Format

The Scope of Work, required deliverable Work Product(s), and format requirements for your proposal can be found in the accompanying Attachment A to this RFP.

Timeline

- Mandatory pre-bid meeting on Monday, January 15th
- All inquiries (RFI's) submitted no later than Friday, January 19th
- Responses to all RFI's will be provided no later than Wednesday, January 24th
- Proposal submitted no later than Monday, January 29th
- CZS to award contract
- Contract start date of April 1, 2024

Vendor Information

As part of your RFP response, please include a description and background of your company on the accompanying Attachment B – Contractor Information Statement. Provide any additional information relevant to this RFP and about your business that the Society should know to assist us in making our selection; in other words, what differentiates your business from that of other respondents?

Please provide three references as indicated on Attachment C.

Selection Criteria

Proposals received will be reviewed and evaluated based upon the following selection criteria, in order of importance:

- Demonstration of understanding of the requested scope of work to be performed (as described in Attachment A).
- Experience, including accreditation, licensing and membership in appropriate professional associations.
- Proposed hourly rates as provided in the accompanying Attachment E. Please note that pricing will not necessarily be the sole determining factor in the selection of the vendor.
- Ensuring staff availability will not be an issue, including replacements if and when an assigned staff member is unable to work a shift.

- Check of references provided in the accompanying Attachment C.
- Completion of Attachment E – Pay Rate & Bill Rate Disclosure.
- Willingness to execute the Zoo standard Contract as provided in the accompanying Attachment D.

CZS Reservation of Rights

CZS reserves the right to reject any or all proposals, without explanation, to waive irregularities, and to accept a proposal, which in CZS sole judgment, is in CZS best interests.

MBE/WBE/DBE/8(a)

The Chicago Zoological Society is committed to ensuring that certified minority-owned business enterprises (MBE's), women-owned business enterprises (WBE's), disadvantaged business enterprises (DBE's), and U.S. Small Business Administration 8(a)-certified (8(a)'s) firms are afforded opportunities to compete for and participate in the Chicago Zoological Society's purchasing activities. If your company is certified as a MBE, WBE, DBE or 8(a) company, please send your current certification with your response to this RFP.

INDEPENDENT CONTRACTORS AGREEMENT

The selected organization is expected to execute the CZS standard Independent Contractors Agreement to formalize our business arrangement. A copy of which is included in this RFP for your review and is referenced as Attachment D. If upon completion of your review, you take exception or have concerns about any portion of this Agreement, please note your concerns on a separate sheet in your response to this RFP. Please reference the paragraph heading and page number in the Agreement when noting your concerns. If CZS does not receive any documentation of your concerns, CZS will interpret this as your acceptance and willingness to utilize the CZS standard Independent Contractors Agreement.

CZS RFP – ARMED SECURITY SERVICES
Attachment A
Scope of Work and Required Response Format

Scope of Work

The Chicago Zoological Society (CZS) maintains its own accredited Police Department to meet the safety and security needs of the Brookfield Zoo. CZS is seeking proposals from qualified Security Service companies to supplement this Police force. The Security Service company will provide two (2) armed security officers, seven (7) days a week, fifty-two weeks a year on the grounds of the Brookfield Zoo. One security officer will be assigned to the evening shift and the other security officer will be assigned to the overnight shift. This includes a 3rd armed security officer as a 'relief' officer for days off and a 4th armed security officer for backup/replacement. The specific hours associated with each shift are below.

- Evening Shift: Begins at 5:00pm and ends at 1:00am.
- Overnight Shift: Begins at 12:00am and ends at 8:00am.

Hiring Requirements:

CZS is seeking qualified experienced security professionals with a focus on safety, reliability, courtesy, knowledge, and efficiency.

The security company will ensure that all staff recommended for placement at the CZS Brookfield Zoo will meet or exceed the following requirements: (i) High School Diploma or G.E.D, (ii) verifiable work history, (iii) a pre-assignment selection process to include a state and federal-wide background check, (iv) firearms aptitude and safety screening, (v) a clear driving record and valid Il Driver's License, (vi) a clear pre-employment drug screening, (vii) the physical ability to meet physical requirements of the position, (viii) possession of a valid FOID card, and (ix) possession of a valid State of Illinois PERC (Permanent Employee Registration Card- Blue) card and FAC (Firearms Control Card - Tan) card. Basic First Aid, AED / CPR certification is preferred.

All candidates will undergo psychological testing to be completed by The Personnel Assessment Center, 201 E. Army Trail Road Suite 306, Bloomingdale, Illinois 60108. The CZS will review the security company hiring and screening documentation for each proposed candidate before final hiring is completed. Fees for psychological testing will be paid by the CZS if the candidate is selected for placement. Fees for psychological testing will be paid by the security company if the candidate is not selected for placement.

CZS RFP – ARMED SECURITY SERVICES
Attachment A
Scope of Work and Required Response Format

Training Requirements:

The security company officers must successfully complete at least twenty (20) hours of security training (PERC Card), Firearm Control Card (Tan Card) training, and orientation training based upon the security company's own handbook and procedures. This training should also include the security company's code of conduct, to be overseen by the security company before being assigned to the CZS Police Department for on-site field training.

The CZS Police Department will conduct the on-site field training associated with tasks each security officer will be expected to perform, which shall include, but not be limited to, (i) park patrol and building and grounds security; (ii) opening and closing entry gates, gate relief; (iii) building checks, (iv) identifying and reporting safety hazards, (v) monitoring and responding to the fire alarm system, (vi) escorts and deliveries, (vii) reports and documentation, (viii) golf cart training, (ix) emergency protocols and contacts, (x) equipment shut-off, (xi) monitoring staff and guests and (xii) perimeter patrol.

The security company's officers will be required to successfully complete the CZS Police Department's own firearms qualification course at the time of hire and then annually as arranged and conducted by the CZS Police Department range officers. The CZS shall pay the security company its regular billing rates for time spent by the security company's officers on the firearms qualification course, if conducted outside of their normal work time.

The CZS Police Department may require the security company's officers to attend the CZS mandatory staff training.

The CZS Police Department shall have the option to modify the training requirements set forth above either for individual candidates or for all candidates.

Upon completion of initial training, the CZS Police Department will evaluate each candidate and the CZS Police Department reserves the right to reject placement of a candidate based upon performance. The CZS Police Department will periodically evaluate contract security staff and reserves the right to reject continued service based upon performance.

Equipment.

The security company, at its cost, will provide each security officer stationed at the Brookfield Zoo with the following uniform items: five (5) short-sleeve shirts, five (5) long-sleeve shirts, five (5) pairs of pants, one (1) parka, one (1) clip on tie, turtleneck or dickie for long sleeve weather, one (1) pants belt, one (1) cap, one (1) badge, one (1) raincoat, one (1) windbreaker, one (1) flashlight and holder, and one (1) security company handbook.

The CZS Police Department will provide each security company officer with one (1) duty weapon, three (3) magazines with ammunition, one (1) weapon holster, one (1) magazine pouch, one (1) portable radio and case, one (1) Brookfield Zoo identification card and all necessary keys for the Brookfield Zoo facilities.

CZS RFP – ARMED SECURITY SERVICES
Attachment A
Scope of Work and Required Response Format

Equipment issued by the CZS Police Department (Duty Weapon, Ammunition, Keys, Radio) must remain on-site at the Brookfield Zoo and secured in the CZS Police Department's secure storage facilities, when not in use. Scheduled CZS Police Department range qualification times are an exception.

The security company will provide and make available a golf cart for use by the security company officers. The golf cart will be stored on site and the CZS Police Department will provide an area for the cart to be charged each day. If the cart is gasoline or diesel powered, the CZS will provide the appropriate fuel at no cost to the security company. All maintenance and repair costs will be the responsibility of the security company. Golf Cart training will be provided by personnel of the CZS Police Department.

The CZS Brookfield Zoo will make available a motorized vehicle for use during inclement weather and for security officers to conduct security services at the Brookfield Zoo off site locations. Use of such vehicles shall be subject to rules, regulations, policies and procedures that the CZS Police Department adopts.

The security company will provide the CZS Police Department with a guard tour system to include a pipe or wand type device, a minimum of twelve (12) buttons or tags to be installed on the property and reporting software to view and print timed tours.

Supervision:

The security company will conduct spot inspections of their security officers not less than six (6) times each month, covering both shifts. Any issues or concerns regarding security officer performance or related matters raised by either the CZS Police Department or the security company will be addressed immediately by designated representatives of the CZS Police Department and the security company. The CZS Police Department will continuously evaluate security officer performance and reserves the right to reject continued service based upon performance.

Contract Term

The term of the Agreement for these services will be for three (3) years commencing on April 1, 2024 and ending on March 31, 2027. There will be a six (6) month probation period to ensure security company meets all deliverables of this agreement. If the security company does not deliver on all of the mutually agreed upon terms of the agreement, CZS can terminate the agreement by providing a thirty (30) day written notice.

Pay Rates and Billing Rates

The security company will provide the pay rate and billing rate for their company's security officers assigned to the Chicago Zoological Society on the accompanying Attachment E. The pay rate and billing rate as proposed shall remain fixed and increases above the proposed rates will not be permitted for the entire term of this contract.

CZS RFP – ARMED SECURITY SERVICES
Attachment A
Scope of Work and Required Response Format

Payment Terms

The CZS is requesting thirty (30) day payment terms upon receipt of any invoice. Invoices should include the date and description of the service provided by the security company.

Special Circumstances/Force Majeure Event

The CZS will make every effort to maintain its contractual obligations for two (2) security officers (as described earlier in this SOW) to be on duty for the term of this Agreement. Both parties to this Agreement recognize that during the term of this Agreement special circumstances/force majeure events beyond the control of the CZS may occur, which may result in the temporary suspension for the need of the two (2) security officers (such as but not limited to, the COVID 19 pandemic resulting in the governmental decree of closing the Brookfield Zoo). If such a special circumstances/force majeure event does occur which results in the reduction of the need for the two (2) security officers, this reduction will be viewed as a temporary reduction only with a duration for the term of the special circumstances/force majeure event and not as a material breach of our Agreement. The Agreement will continue to remain in effect until the end of its term with normal operations to resume upon cessation of the special circumstances/force majeure event

General

The Zoo retains the right to inspect the Services, stop work, prescribe alterations, and monitor Security Company's performance to ensure that the Services are performed in accordance and consistent with the executed Agreement. If Services performed are not in accordance and consistent with the executed Agreement, the Zoo will consider this as cause to terminate the Agreement.

Security Company acknowledges that the Zoo's primary business is the operation of a zoological park and that one of the Zoo's primary concerns is the safety of the animals and people at the zoo, both employees and visitors; Security Company further acknowledges that the Zoo strives to maintain the good will of its patrons and the public in general and further agrees that Security Company will do nothing that will have an adverse impact on the Zoo's mission, its collection of animals, its employees, or endanger the public in any way.

Security Company is aware of and agrees to the Confidentiality, Indemnification, and Insurance obligations as specified in the accompanying Attachment D – Independent Contractor's Agreement.

Required Response Format

The Security Company response to this RFP should include the following:

- Cover Letter introducing their organization, qualifications, experience, and summary of proposed pricing (Hourly Pay Rate & Hourly Bill Rate) for their services as described in this Attachment A.

CZS RFP – ARMED SECURITY SERVICES
Attachment A
Scope of Work and Required Response Format

- A statement of policy regarding the hiring of existing contracted security officers already trained and working at the Brookfield Zoo, assuming those security officers meet the minimum qualifications for employment with your company.
- Attachment B-Information Statement with the following additional Information included; a copy of company's most recent financial statement, company's Health and Safety Manual and/or Safety Policies (as a pdf or an electronic link to the documents), Company's Worker's Compensation Experience Modification Rating (EMR).
- Attachment C-Reference Statement – five (5) client references
- Attachment E-Pay Rate and Bill Rate Disclosure Statement.
- Comments or concerns regarding the execution of Attachment D-Independent Contractors Agreement.

ATTACHMENT A - SCOPE OF WORK (cont.)

Station Tour

- Equipment Location
- Building Layout
- Emergency Contact Lists
- List of chip locations

4-12 Shift

- Call number 50
- PSO call number 52
- Cellphone, night key set
- fire alarm system
- General patrol
 - interior/exterior gates, special watches
- Report Documentation OMNIGO
- South Gate Lunch Relief
- Review Night Memo Bin
- lock up buildings

12-8 Shift

- Shift passdown of information
- Review Night Memo Bin
- Equipment needed: cell phone, radio, flashlight, wand guard
- Monitor fire alarms
 - Remove detector per memos
 - difference between alarm, supervisory, trouble, security
- Monitor outside radio (full time)
- Building Checks see below
- General Patrol listed in 4-12
- Open Gate
 - Early staff, garbage truck, custodial
- Open south gate 0500 hrs
 - unlock gate, open south booth, unlock key cabinet, radio box
- AM PSO Equipment
 - Radio 52, gate list, bus list, daily officer list, PSO keys
- News Paper Delivery to Switch board
- Report Documentation on Omnigo
 - Shift log, case report, first aid reports, punch cards

Building Checks

List Buildings West

Administration

- secure all doors
- sensitive areas

South Market Place

- Safe, alarm board

Sweetie Bird

- Kitchen area, freezers, dome heat source

Rice Center

- Alarm board

Guest Services Offices
CLC (Conservation leadership Center)
Alarm board
Design Shop
Café del Sol
Kitchen area, freezers, liquor storage
Bocaditos
Kitchen area, freezers, liquor storage
Coast Gifts

Icee World Stand
South Reception
Wild Burger
Kitchen, Freezers
Great Bear Wilderness Gifts
Alarm board
GBW Bathrooms
Closet- fire dept. water turn off

South Service Road

Green House
Water shut off, heater, alarm
Food Warehouse
Over head doors, freezers, alarm board
Grounds lunchroom
Plant Engineering
Power House
Over head doors, machinery
Paint Shop
Over head doors, chemicals
Weld Shop
Over head doors, machinery
Carpenter Shop
Over head doors, machinery
Guest Services Offices

Animal Hospital
Secure doors, alarm panel, Hi / Low Temps.
Round House
Overhead doors, Machinery
Merchandise Warehouse
Gas Pumps
West End Greenhouse
Haybarn/ Exhibit Storage

Offsight
Offsight Warehouse
Overhead doors
Metra Zoo Train Stop
Graffiti

Northwest Parking Booths
Northwest Admissions

Interior Gates

31st Service Gates
Contractor Gates @ Complex
North East (DC) lot

East Side

Police Department/Cashiers
Vault Alarm, Security Doors

Marketing

Guest Relations - south
Cup & Cone South

Kitchen machines

South Buggy Rental

Fro-Zen

Kitchen machines

Merchandise Shed/Admissions

BZ Red Hots,

Kitchen, Terrace door latches, basement boiler room
Fountain shut off procedures, alarm board

East Mall

nectar (north side)
Graze Grill (south side)

Seven Seas Gifts

Seven Seas Ticket Booth

Cogen

Power plant, secure doors

Discover Center

Kitchen, all exterior doors, boiler room, alarm board

Pavillion

Kitchen, water & pump controls near the rear door

Carousel

Interior portion of ride has water pipes, alarms

North Buggies

North Gate Shop

Alarm panel for the north patio bathrooms located rear of back office
exterior doors face 31st

Guest Relation/Membership - North

Cup & Cone North

Kitchen

Fro-Zen

Ovens, popcorn machines

Nature Stage

sound system located on north side

Fire Alarm System:

Remove detectors per memos & log on clipboard
Protocal on who to call in case of a fire; departments, IRT plan,

Responding to different types of alarms:

Trouble: This alarm means there is a problem with either the connection to or the device

Supervisory: This alarm means there is a problem with a building or equipment.

Fire: This alarm means there may be either smoke, heat, fire or disruption of a beam detector-

Security: This alarm is means there could be a breach of building.
These alarms are located in: Administration, police desk, cashiers, north west admissions booths.

Alarm shows "IN" means alarm

Alarm shows "OUT" means alarm is ok

Golf Cart training

Maps of complex, animal buildings east & west sides

Alarm board locations at each area

Emergency gathering locations for certain buildings

ie: TW overhead garage door

HA exit area (Okapi side)

IRT Plan

ie: severe weather, police incident



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**CZS RFP 071-2023 – ARMED SECURITY SERVICES
Attachment B
CONTRACTOR INFORMATION STATEMENT**

Submitted By:

Firm: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____

Has your organization performed any work with the Chicago Zoological Society previously? (Please Check) Yes _____ No _____

If Yes, please list CZS Contact Person(s) _____

If "Yes", Please list Project: _____

How did you hear about this Request for Proposal? (Please Check)
CZS Website _____ Cook County Website _____ Direct Bid _____

Type of Organization: (Please Check)

Corporation ____ Partnership ____ Individual ____ Other ____ (Please provide explanation below)

Certified Minority Business Enterprise* _____
Certified Women Owned Business Enterprise* _____
Certified Disadvantaged Business Enterprise* _____
Certified U.S. Small Business Administration 8(a) Firm* _____

*Please attach a copy of current Letter of Certification to this RFP.

Years in Business: _____

Number of Employees: _____

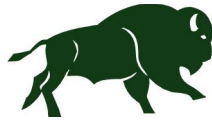


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CZS RFP 071-2023 – ARMED SECURITY SERVICES
Attachment B
CONTRACTOR INFORMATION STATEMENT

Membership/Affiliation in Professional Organizations
(Please List Below)

Other:



Chicago Zoological Society

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CZS RFP 071-2023 – ARMED SECURITY SERVICES

Attachment C

Reference Statement

Reference 1:

Company: _____

Contact Person at Company/Title: _____

Telephone: _____ Email: _____

Company Address: _____

Project Name: _____

Project Description: _____

Project Value:\$ _____ Project Manager: _____

Reference 2:

Company: _____

Contact Person at Company/Title: _____

Telephone: _____ E-mail: _____

Company Address: _____

Project Name: _____

Project Description: _____

Project Value:\$ _____ Project Manager: _____

Reference 3:

Company: _____

Contact Person at Company/Title: _____

Telephone: _____ E-mail: _____

Company Address: _____

Project Name: _____

Project Description: _____

Project Value:\$ _____ Project Manager: _____

CZS RFP – Attachment D

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement"), dated [Click here to enter a date](#), is between The Chicago Zoological Society, Brookfield, Illinois (the "Zoo") and [Click here to enter Name](#), [Click here to enter Address](#) (the "Contractor").

The parties agree to the following:

1.0 DUTIES

1.1 Duties of Contractor

Contractor will perform the services as reflected in [Attachment A](#), which is herein incorporated by reference.

1.2 Time to be Devoted to Performance of Services

Unless terminated according to the terms contained herein, the term of this Agreement shall commence on [Click here to enter a Contract Starting Date](#), and shall end on [Click here to enter a Contract Ending Date](#). Contractor will work diligently and use Contractor's best efforts in the performance of the Services [and will devote at least [Click here to enter Hours](#) hours per [Choose an item](#) thereto], in consideration for the compensation set forth herein. Contractor will complete performance of the Services on or before [Click here to enter a Completion Date](#).

1.3 General

(a) Contractor retains the sole right to control and direct the manner in which the Services are performed and to determine the employees, independent contractors, subcontractors, agents and other individuals who will perform the Services on its behalf pursuant to this Agreement ("Contractor representatives"). Notwithstanding the foregoing, the Zoo retains the right to inspect the Services, stop work, prescribe alterations, and monitor Contractor's performance to ensure that the Services are performed in accordance and consistent with this Agreement. Contractor acknowledges that the Zoo's primary business is the operation of a zoological park and that one of the Zoo's primary concerns is the safety of the animals and people at the zoo, both employees and visitors; Contractor further acknowledges that the Zoo strives to maintain the good will of its patrons and the public in general and further agrees that Contractor will do nothing that will have an adverse impact on the Zoo's mission, its collection of animals, its employees, or endanger the public in any way.

(b) Contractor represents and warrants that it will perform all Services under this Agreement in accordance with standard industry practices applicable to such Services, and in accordance with all applicable Laws.

(c) Contractor hereby gives permission to the Zoo, its agents, successors, and assigns, to use Contractor's and Contractor's representatives' images (still photo, audio, and video recordings) of any performance of Services for the Zoo in conjunction with any Zoo production, advertisement, promotion, or for other related purposes.

(d) Contractor hereby assigns all rights, title, interest, copyright, and any renewal rights to the Zoo for any work produced or created by Contractor or any Contractor representative in performance of the Services.

(e) Contractor agrees not to recruit or hire any employee of the Zoo during the period of the Agreement or within one (1) year following the effective termination date of the Agreement. If the Contractor violates this provision of the Agreement, Contractor shall pay the Zoo the equivalent of three (3) times such employee's annual salary at the time of the employee's termination of employment with the Zoo, in one lump sum within 30 days of the Zoo's written demand for payment.

(f) The Contractor agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations prohibiting workplace discrimination based on race, color, religion sex, national origin, disability, sexual orientation, or any other applicable legally protected status, as well as laws, rules, and regulations relating to individuals with disabilities for places of public accommodation. The Contractor further agrees that if any of the Contractor's employees, independent contractors, subcontractors, agents, or other individuals who will perform the Services will be directly interacting with the public, Contractor will provide training in equal employment, anti-discrimination, and accommodations for persons with disabilities to all Contractor employees, independent contractors, subcontractors, agents, and other individuals who will perform the Services.

(g) Contractor agrees not to assign to the Zoo any Contractor representative whose background information indicates he or she could reasonably pose a risk to the reputation of the Zoo or a threat to the safety of its staff, animals, or visitors. In fulfillment of this commitment, Contractor shall conduct a thorough county and national criminal background check and a check of the national sex offender registry for all addresses, states and counties within which any Contractor representative has resided during the seven years prior to such assignment and assess the results to determine whether such Contractor's representative's record would disqualify him or her from assignment to the Society under the terms of this provision based on the job to be performed.

Contractor agrees to provide proof of compliance with this provision by Contractor or any subcontractor, agent, or other individual or entity upon request of the Zoo, providing a copy of invoice(s) billed by the background check firm confirming the Contractor Representative's name and date and type(s) of background check(s) conducted. Contractor agrees to comply and to have all Contractor representatives comply with all applicable Laws regarding the collection and use of any background information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal and other expenses incurred by the Zoo) in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's failure to comply with its obligations under this Section 1.3(g).

(h) The Zoo is licensed for any music included in the Broadcast Music, Inc. (BMI) database of licensed music and the American Society of Composers, Authors and Publishers (ASCAP) database of licensed music. If applicable, the contractor will only play music which is included in the BMI or ASCAP database of licensed music.

2.0 COMPENSATION

2.1 Contractor Fees

In consideration of performance of the Services, the Zoo shall pay Contractor fees referenced in Attachment B.

2.2 Supplies and Equipment

Contractor shall provide, at Contractor's sole cost and expense, all supplies and equipment necessary to perform the Services except for:

[Click here to enter description of any supplies or equipment to be provided by the Zoo.](#)

2.3. Expenses

Contractor will be solely responsible for the payment of all expenses incurred by Contractor in performing the Services, unless otherwise specifically agreed to by the parties in writing.

3.0 INVOICE SUBMISSION

In order to receive payment pursuant to Paragraph 2.1 above, Contractor shall submit a detailed, itemized, and signed invoice on a [Click here to enter an invoice period](#) basis, as appropriate. Such invoices shall, at a minimum, list: (a) the date(s) the Services were performed, (b) time spent in completing the Services and c) a description of the specific Services performed. Attachment C may be used if necessary. All invoices for payment under this Agreement must be submitted no later than fifteen (15) days following the month in which the Services billed were performed.

4.0 TERMINATION OF AGREEMENT

4.1. Automatic Termination

This Agreement and the parties' obligations hereunder shall terminate upon Contractor's satisfactory completion of the Services and receipt of payment for such Services or on the expiration date set forth in Paragraph 1.2, whichever is earlier.

4.2. Termination by Notice

The Zoo may terminate this Agreement at any time, with or without cause, by providing Contractor with written notice of termination. For termination without cause, the Zoo shall deliver written notice to Contractor at least fifteen (15) days prior to the effective date of such termination and the Zoo shall pay Contractor all monies due under this Agreement for services rendered up to the date

of termination. If Contractor fails to perform any Services or fails to perform Services in a timely and/or satisfactory manner, as reasonably determined by the Zoo, the Zoo may terminate this Agreement effective upon written notice. In the event of a termination pursuant to this Paragraph 4.2, with or without cause, the obligations of both parties under this Agreement shall terminate (unless expressly stated otherwise); provided, Contractor shall be obligated to return to the Zoo any prepayment amounts delivered to Contractor that are applicable to time periods after the termination date.

5.0. RELATIONSHIP OF PARTIES

The Zoo and Contractor agree that Contractor is retained and shall act at all times as an independent contractor and is not an employee or agent of the Zoo. Nothing in this Agreement is intended, nor shall be construed to create or constitute, an employment, agency, joint venture, partnership, or other relationship between the Zoo and Contractor or any of Contractor's agents, employees, or subcontractors. Accordingly, Contractor shall be responsible for payment of all taxes, licenses, fees, and/or any required legal reporting arising out of Contractor's activities and receipt of fees pursuant to this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, workers' compensation insurance, and other taxes, business license fees, and/or reporting as required.

6.0 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

6.1 Confidential Information

Contractor acknowledges and agrees that, during the course of performing the Services, Contractor and Contractor's employees, agents and representatives may have access to or learn confidential information concerning the Zoo which is not generally known by or available to the public and that the Zoo would suffer damages and, in some instances, irreparable harm, if such Confidential Information were subject to unauthorized use or disclosure. For purposes of the Agreement, Confidential Information includes, but is not limited to data, materials, files, correspondence, plans, designs, and ideas of the Zoo, membership and donor information, animal management information and records, scientific research, personal identifying information concerning the Zoo's personnel, information concerning the Zoo's Board of Trustees and its activities, financial records, and other information of a non-public and proprietary nature.

Contractor agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Contractor or Contractor's representatives have access to or receive during or after the termination of its relationship with the Zoo and to take steps to notify Contractor's representatives of their obligations regarding confidentiality and obligations for protection of confidential data. Contractor agrees to notify the Zoo immediately in the event of any unauthorized use or disclosure of any Confidential Information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal or other expenses incurred by the Zoo in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's or any Contractor's representative's negligent, intentional or unintentional use, misuse or unauthorized disclosure of any Confidential Information.

6.2 Intellectual Property

It is expressly understood that any intellectual property rights, information and data to which Contractor or any Contractor representative is given access, or which is made available to Contractor or any Contractor representative, or which is created as a result of Contractor's performance under this Agreement remain the sole and exclusive property of the Zoo, and, if requested by the Zoo, shall be assigned to the Zoo by Contractor. Such information may not be disclosed, used or cited by Contractor for any reason without the express written consent of the Director of the Zoo.

7.0 TRANSFER AND ASSIGNMENT

The parties hereto acknowledge that the rendering of the Services are not appropriate for transfer or assignment, and thus Contractor may not sell, assign, transfer, or otherwise encumber its rights, duties or obligations imposed under this Agreement without the prior written consent of the Zoo. Contractor may not assign or transfer its right to receive compensation due hereunder separate or apart from its obligations to complete the Services.

8.0 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold the Zoo and Forest Preserve District of Cook County (as owner of the improvements and land comprising the Brookfield Zoo), including their respective directors, officers, agents, employees affiliates, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement or based upon Contractor's or any of Contractor's representative's performance of the Services, including but not limited to any claims, losses, liabilities or costs whatsoever of any Contractor representative, or by any other individual based on any act by Contractor or any Contractor representative.

In any and all claims against the Zoo or Forest Preserve District of Cook County, including their respective directors, officers, agents, employees affiliates, by any Contractor representative anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 8.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.0 INSURANCE

Contractor agrees that it will not allow any Contractor representative to come onto Zoo property in order to perform the Services without first ensuring that such person(s) is covered by the same minimum limits as outlined below. Contractor shall carry at its sole expense, during the term of this Agreement, the minimum insurance coverage set forth below. All insurance policies shall be issued by a carrier with a current A.M. Best Company rating of at least A:VII and satisfactory to Zoo:

Commercial General Liability

Each occurrence.....\$1,000,000
General Aggregate (other than Products/Completed Operations).....\$1,000,000
Products/Completed Operations Aggregate with contractual indemnity coverage.....\$1,000,000

Worker’s Compensation as required by applicable State Law

Employer's Liability (Coverage B) in the minimum amount of \$ 1,000,000 Each Accident/
\$1,000,000 Each Employee-Disease/ \$ 1,000,000 Policy Limit-Disease.

Automobile Liability insurance, including bodily injury and property damage coverage of at least \$1,000,000 combined single limit on vehicles owned or hired by Contractor.

All insurance policies required above shall contain a waiver of subrogation in favor of the Zoo and Forest Preserve District of Cook County, including all of the officers, directors, agents and employees of same and the insurance policies required shall name the Zoo and the Forest Preserve District of Cook County as additional insured to the full extent of the risks included within the release, defense and indemnity obligations assumed by Contractor hereunder. The additional insured status in favor of the Zoo and the Forest Preserve District of Cook County shall be effective even if the release, defense and indemnity obligations of Contractor are unenforceable.

The Zoo and the Forest Preserve District of Cook County are included as Additional Insureds as respects all policies (except Workers’ Compensation and employers liability), but only for liability arising out of the operations of the Contractor. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Contractor.

The insurance policies required to be maintained by the Contractor hereunder shall include provisions to the effect that: (i) the policy shall not be subject to cancellation, material change or restriction or reduction of coverage or limits except upon not less than thirty (30) days written notice to the Zoo; (ii) the insurer shall promptly notify the Zoo within 10 days in the event of default in payment of any premium or installment thereof, (iii) the policy shall contain a severability of interests clause in favor of the Zoo; (iv) the insurance is primary and not excess, contributory or contingent; and (v) Contractor, and not the Zoo, shall be responsible for paying all deductibles/retentions and premiums under such insurance policies.

Contractor agrees to furnish to the Zoo, prior to the commencement of the Work, insurance certificates(s) reflecting Contractor’s compliance with the requirements of this Article.

The insurance described herein shall remain in effect for all of the respective insured’s, including additional insured’s, following any termination of this Agreement with respect to any occurrence, act or omission that occurred or may have occurred at any time prior to such termination. Any obligations of indemnification, insurance and confidentiality shall survive the termination of this Agreement.

10.0 MINORITY-OWNED, WOMEN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES.

The Zoo takes affirmative steps to ensure that certified minority-owned business enterprises (MBEs), women-owned business enterprises (WBEs), and disadvantaged business enterprises (DBEs)

are afforded opportunities to compete for and participate in providing good and services. If Contractor is an MBE, WBE, or DBE that has been properly certified by one of the agencies or programs listed below, or is employing or otherwise utilizing an MBE, WBE or DBE in performance of the Services, Contractor will provide proof of such Certification in a form satisfactory to the Society with the signed agreement:

- a. City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC)
- b. Chicago Minority Business Development Council (CMBDC)
- c. State of Illinois-Department of Transportation (IDOT)
- d. Small Business Administration (SBA-8A)
- e. Illinois Unified Certification Program
- f. The Women's Business Development Center
- g. Certification by Cook County Dept. of Contract Compliance as a Minority and/or Woman-Owned Business Enterprise (MBE/WBE).

11.0 NOTICES

All notices, requests, demands and other communications hereunder (“Notices”), whether or not so stated in the provisions of this Agreement, must be in writing and addressed as follows:

To Contractor:

[Click here to enter Contractor Name](#)

Attn: [Click here to enter Contractor Attn:](#)

[Click here to enter Contractor Address](#)

[Click here to enter Contractor City, State, Zip](#)

To the Zoo:

Chicago Zoological Society

Attn: [Click here to enter Name of Supervisor Responsible for Contract](#)

3300 Golf Road

Brookfield, IL 60513

Any Notice required herein shall be deemed to be given or made only if sent by hand or nationally recognized courier service, with delivery evidenced by a written receipt, or by certified or registered mail, return receipt requested and postage and registry fees prepaid. A Notice sent by certified or registered mail shall be deemed to be given on the 3rd business day after mailing. All other Notices shall be deemed given when received.

12.0 GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the law of the State of Illinois, without regard to the laws or conflict of law rules of any other jurisdiction where Contractor may reside or perform the Services or where any violation of this Agreement occurs. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and the Zoo and Contractor hereunder submit to personal jurisdiction in the State of Illinois and to venue in such courts.

13.0 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement supersedes and shall control over any other previous agreement(s) between the parties.

14.0 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15.0 COMPLIANCE WITH LAWS

The Contractor agrees to be bound by and, at its own cost, comply with all applicable federal, state, and local laws, ordinances and regulations (collectively, "Laws"), including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, and disadvantaged business enterprise laws, prevailing wage, anti-kickback and environmental laws. The Contractor agrees that it has read, is familiar with, and will comply with the Forest Preserve District of Cook County's Code of Ethical Conduct.

The Contractor's liability to the Zoo and the Forest Preserve District of Cook County under this Agreement for all loss, cost and expense attributable to any acts of commission or omission by the Contractor and Contractor's representatives, resulting from the failure to comply with the Laws, shall include but not be limited to, any fines, penalties or corrective measures.

16.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

[signatures appear on next page]

Chicago Zoological Society*:

Contractor: [Click to enter Contractor Name](#)

By: _____

Title: _____

OFFICE USE ONLY:

Agreement prepared by:

[Click to enter Name of Person who Prepared Contract](#)

Supervisor responsible for contract:

[Click here to enter Name of Supervisor](#)

Charge # and Authorized Purchaser Initials:

[Click here to enter Charge Number](#)

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DUTIES OF CONTRACTOR

Contractor will perform the following services (the "Services"):

[Click here to insert detailed description of services to performed.](#)

FEE SCHEDULE

Payments will be made upon receipt of properly completed and authenticated invoices as provided in Paragraph 3 below. Total compensation for full performance of the Services shall not exceed \$[Click here to enter total dollar amount of contract \\$.](#) regardless of the actual expenditures of time or money made by Contractor in performing the Services. If the Zoo requests additional services not contemplated or described herein, Contractor shall inform the Zoo of the cost to complete such services and receive written direction thereafter from the Zoo to complete such services in order to receive compensation therefor.

[Click here to insert detailed Contractor Fee Schedule.](#)

INVOICE

TO: Chicago Zoological Society
Attn: Accounts Payable
3300 Golf Road
Brookfield, IL 60513

FROM: _____

DATE: _____

Date Service(s) Provided and Number of Hours per Day:

<u>DATE</u>	<u>NUMBER OF HOURS</u>	<u>WORK PERFORMED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: _____ hours at \$ _____ per hour
 = \$ _____

Presented By: _____

Approved By: _____
Authorized Purchaser

CZS-RFP Security Services

Attachment E

Hourly Pay Rate and Billing Rate Disclosure Statement

Security Company Name:

<u>Pay Rate per Hour</u> <small>(Pay Rate for Security Officers should be at an industry competitive rate for qualified experienced personnel)</small>	Year 1 Hrly Rate	Year 2 Hrly Rate	Year 3 Hrly Rate
Officer's Standard Pay Rate - during on-site training temporarily unarmed pending acquisition of the Tan Card	\$ -	\$ -	\$ -
Officer's Standard Pay Rate-during on-site training-armed	\$ -	\$ -	\$ -
Officer's Standard Pay Rate - Officer Normal Duty	\$ -	\$ -	\$ -
Officer's Overtime Pay Rate - over 40 hours per week	\$ -	\$ -	\$ -
Officer's Holiday Pay Rate*	\$ -	\$ -	\$ -

<u>Billing Rate per Hour</u>	Year 1 Hrly Rate	Year 2 Hrly Rate	Year 3 Hrly Rate
Company Standard Billing Rate - during on-site training temporarily unarmed pending acquisition of the Tan Card	\$ -	\$ -	\$ -
Company Standard Billing Pay Rate-during on-site training-armed	\$ -	\$ -	\$ -
Company's Standard Billing Rate - Officer Normal Duty	\$ -	\$ -	\$ -
Company's Overtime Billing Rate - over 40 hours per week	\$ -	\$ -	\$ -
Company's Holiday Billing Rate*	\$ -	\$ -	\$ -

*Holidays Include: New Year's Day, Memorial Day, Independence Day, Labor Day , Thanksgiving Day, and Christmas Day.