



# REQUEST FOR PROPOSALS (RFP)

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## Request for Proposals (RFP)

### For Comprehensive Racial Equity Community Needs Assessment

#### Village of Oak Park

#### Date Issued:

**February 21, 2023**

#### Proposal Deadline:

**March 14, 2023**

The Village of Oak Park (“the Village”) is requesting qualifications to identify vendors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before March 14, 2023 before 5:00 p.m. central standard time to:

Village of Oak Park  
Village Manager’s Office  
Attn: Dr. Danielle Walker, Chief Diversity, Equity, and Inclusion Officer  
123 Madison Street  
Oak Park, IL 60302  
Monday- Friday  
8:30am to 5:00pm  
[dwalker@oak-park.us](mailto:dwalker@oak-park.us)

VILLAGE OF OAK PARK

PROJECT NAME: **Village of Oak Park Racial Equity Assessment**  
DATE ISSUED: **February 21, 2023**

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**REQUEST FOR PROPOSALS FOR Comprehensive Racial Equity Community Needs Assessment**

The Village of Oak Park will receive proposals from qualified contractors to conduct a Comprehensive Racial Equity Community Needs Assessment for the Village of Oak Park. This is a substantial research project which requires the successful contractor to be on-site at various phases of the Comprehensive racial equity community needs assessment.

**Contents**

Section I. General Requirements .....	3-6
Section II. Specific Requirements .....	7-11
Section III. RFP Response Instructions .....	12-14
Section IV. Proposal Evaluation .....	15
Attachment I. Cost Proposal Form/Organization of Firm .....	17-19
Attachment II. Compliance Affidavit .....	20-21
Attachment III. M/W/DBE Status .....	22
Attachment IV. EEO Report .....	23
Attachment V. No Proposal Explanation .....	24
Attachment VI. Professional Services Agreement .....	25-37



## Section I. General Requirements

### A. *Introduction and Mandatory Terms*

The Village of Oak Park (“Village”) serves an area of four and one-half square miles located eight miles west of downtown Chicago. Oak Park has a population of 54,583 (based on 2020 Census). The Village’s population is diverse in income levels, age, and professions with a stimulating mixture of racial, religious and ethnic groups. Oak Park is a Home Rule community and operates under the Council–Manager form of government, in which an elected legislative body, consisting of the President and a Board comprised of six Trustees, hires a professional Manager to oversee the day-to-day operations of all governmental services and programs, and carry out the policy directives set out by the elected officials.

The Village provides a multitude of services to its citizens in the form of police and fire protection, street maintenance and construction, community relations, housing programs, traffic control, forestry, public health services, animal control, water and sewer, building and code enforcement, economic development, and general administrative functions. More detailed information on the government and its finances can be found in the Village’s Budget and the Comprehensive Annual Financial Report (CAFR). The budget, CAFR and other pertinent statements can be viewed at the Village’s website at <http://www.oak-park.us/your-government/finance-department>.

The Village of Oak Park (“Village”) is seeking proposals from qualified firms to provide professional services for the development of a Racial Equity Community Needs Assessment.

Proposers are to submit one PDF copy via email and may optionally submit one hardcopy. Proposals should be emailed directly to [dwalker@oak-park.us](mailto:dwalker@oak-park.us). The optional hardcopy proposal will be accepted Monday through Friday, 8:30 A.M. to 5:00 P.M. at the Village of Oak Park, Diversity, Equity, and Inclusion Division-Village Manager’s Office, Attention: Dr. Danielle Walker, 123 Madison Street, Oak Park, Illinois, 60302. Submissions received after the submittal time may be rejected.

There is no pre-proposal conference currently scheduled.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

### B. *Presentation of Request for Qualifications*

The Village reserves the right to select a short list of service providers at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

### C. *Service Provider Notification*

Service providers will be notified in writing of further questions and/or decisions.

*D. Award of Contract*

A contract or equivalent agreement may be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves the award and expenditure.

Any agreement with a selected Consultant must be reviewed and approved as to form by the Village Attorney, as well as approved and authorized by the Village of Oak Park Board of Trustees and executed by the Village Manager. The Vendor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements would be deemed null and void. The agreement with the selected Consultant shall be in a form substantially similar form to the "Professional Services Agreement" attached hereto and incorporated herein by reference as Attachment VI.

*E. Taxes Not Applicable*

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

*F. Interpretation of the Request for Proposal Document*

Any service provider in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Service Provider or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website, [www.oak-park.us/bid](http://www.oak-park.us/bid). The Village will not assume responsibility for receipt of such addendum. In all cases it will be the service providers' responsibility to obtain all addenda issued.

*G. Listing of Subcontractors and/or Sub-consultants*

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each Service Provider shall submit with their response a list of subcontractors and/or sub consultants who may be called upon to perform any part of the work. The consultant shall have determined to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

H. *Competency of Service Provider*

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Service Provider, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

I. *Subletting of Contract*

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

J. *Laws and Ordinances*

The Service Provider will strictly comply with all ordinances and codes of the Village of Oak Park and applicable Federal and State of Illinois laws and regulations.

K. *Term of Agreement*

The vendor shall provide services described in this document for a minimum of a one (1) year term. Alternative terms greater than one 1 year may also be proposed for consideration.

L. *Payments*

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

M. *Termination for Non-appropriation of Funds*

The Village reserves the right to terminate any agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

N. *Service Provider Personnel Assigned to the Village of Oak Park Account(s)*

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

O. *Confidentiality*

The Service Provider shall keep the Village's employee data and all related data confidential.

P. *Insurance Requirements*

The Service Provider understands and agrees that any insurance protection required by the contract or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, volunteers and agents as herein provided and provided in the attached Professional Services Agreement.

Q. *Hold Harmless and Indemnity*

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the Service Provider shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, volunteers and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the Service Provider, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the Service Provider or its employees, agents, servants, associates, contractors, subcontractors, or assignees and as said forth in the attached Professional Services Agreement.

R. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm ("Contractor"):

Proposals due to the Village Manager's Office: March 14,2023 at 5pm CST.

Selection of Contractor: March 17,2023

Contract approved by Village Board: March 20, 2023

Project start date: March 21,2023



## Section II. Specific Requirements

### Scope of Work:

The scope of work for this project includes an initial consultation of the Village needs as it relates to racial equity. The selected Service Provider will collaborate with the Village to understand the current strengths, weakness, opportunities, and challenges to racial equity for the community. This will help inform the research design process for conducting a racial equity community needs assessment. The assessment will be a qualitative and quantitative study grounded in equity. Meaning that every step of the research process will be equitable in responding to language and accessibility access. The Village would seek a full report that provides recommendations on what are identified community needs regarding racial equity.

A preliminary scope of work and tasks could be as follows:

A. **Initial Consultation.** The selected Service Provider shall meet with Chief DEI Officer, and/or other Village Manager designee(s) to review proposed scope of work, identify areas of interest, priorities and approaches.

B. **Design Research Study.** Service Provider shall design a mixed method research study which may include community surveys, focus groups, interviews and observations. Said research design must be responsive to language and accessibility access. Upon completion, there will be a review of the research design with Chief DEI Officer.

C. **Conduct Racial Equity Needs Assessment.** Service Provider shall assess the Village racial equity needs. Assess and promote or identify gaps in existing and developing programs, plans, policies, and practices of the Village's community.

D. **Develop a comprehensive report.** Service Provider shall develop a report of key findings, and recommendation regarding racial equity needs and propose an implementation strategy to be reviewed by the Village.

E. **Develop Community Education and Engagement Plan.** Service Provider shall create a dynamic plan that centers community education and engagement around racial equity in collaboration with Village's Communication department.

F. **Oak Park Community Advancing Racial Equity and Social Justice (OP CARES) Roadmap**

Upon approval of recommendations, Service Provider shall partner with the Village to develop a framework to develop a roadmap for OP CARES. This roadmap should seek to establish goals and outcomes of a plan along with stages of the process.

G. **Present to Village Board and Community.** Service Provider must be available to present to Village Board, citizen commissions, and community stakeholders.

H. **Debrief.** Service Provider shall meet with Chief DEI Officer Village Manager, Deputy Village Managers, and/or others as determined by the Village Manager to debrief community presentation session experiences and discuss possible next steps.

I. **Ongoing Consultation and Partnership.** Service Provider shall provide continuing support to the Village as defined within plan implementation needs.

J. **Innovation of Racial Equity tools**

Propose any other elements, approaches, and initiatives that are deemed relevant to effectively addressing the Village's goals around racial equity.

## Deliverables

**Deliverable #1:** Design and conduct the **Racial Equity Needs Assessment/Study** based on methods agreed upon (quantitative and qualitative methods will be necessary) with the Village's Division of Diversity, Equity, and Inclusion.

The goal of this deliverable is to answer the question: What are the racial equity needs and overall climate for the Village of Oak Park? (Deliverable by July 1, 2023)

1. Analyze data
  - a. Disaggregate by appropriate demographic factors
  - b. Conduct appropriate subgroup analysis
  - c. Conduct trend analyses
  - d. Conduct interviews that support multi linguistic community members
  - e. Transcribed interviews
2. Compile and disseminate results.
  - a. Create a plan to share findings with community members for feedback
  - b. Where community members and quantitative data conflict, create a plan to incorporate those elements into the qualitative research process
3. Host a guided conversation with the designated stakeholder groups to discuss the challenges and opportunities indicated from the data
4. Create a document summarizing the findings in a way that is conducive to sharing online, community at large, and in several accessible formats (e.g. other languages).

**Deliverable #2:** All raw data collected from interviews, focus groups, surveys, field notes.

**Deliverable #3:** Racial Equity Assessment Report – (Deliverable Deadline September 31, 2023)

1. Executive Summary:
2. Purpose:
3. Background:
4. Community Needs Assessment Details:
5. Results of Community Needs Assessment Process/List of Racial Equity Goals and Strategies:
6. Recommendations:

**Deliverable #4:** Oak Park Community Advancing Racial Equity and Social Justice (OP CARES) Roadmap. Develop benchmarks within the areas of content, culture, community, and champion that supports in the advancement of racial equity and social justice for the Village of Oak Park.

Whereas the four areas are defined as:

1. Content
  - a. Educational opportunities for the community.
2. Culture
  - a. Creating transformative changes to programs, policies, and practices.
3. Community
  - a. Elevating interactions and connections with the community at large.
4. Champion
  - a. Mechanisms to support and celebrate racial equity work.

**Deliverable #5:** Community Education and Engagement Plan

1. Develop a wide-ranging community engagement and educational plan that promotes racial equity for the community. This plan will provide insight on how best to engage and provide educational opportunities to promote racial equity and OP CARES.

**Deliverable #6:** Data visualization/infographics of results, key findings, and recommendations.

#### **Professionalism and Confidentiality**

The firm will use the highest standards of professionalism in performing the services and will maintain the confidentiality of information learned in the course of performing the services, except to make necessary reports to representatives of the Village.

If a Service Provider cannot meet any of the specifications, expectations or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume full capabilities as described in Section II.

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#### **BACKGROUND INFORMATION**

The Village of Oak Park recognizes the role that government has played in creating and/or perpetuating systemic injustices toward communities of color and has made a public commitment to racial equity. Furthermore, the Village also understands the responsibility that government must undertake in addressing inequities that impact communities of color, and all marginalized communities. Which is why the current Village Board made racial equity a key board goal. While the Village understands that equity is a multifaceted matter, the Village also recognizes that it must balance thoughtful consideration of racial equity with the urgency to take bold action on a matter of critical importance to the community. In doing so, the Village must set the stage for success by first understanding what are the community needs regarding racial equity by gathering data to help inform next steps. This is done by creating a data driven approach in developing and implementing a racial equity action plan for the community of Oak Park.

The Village of Oak Park's Division of Diversity, Equity, and Inclusion (VOPDEI) **is seeking proposals to perform a racial equity community needs assessment.** The results of the assessment will inform Oak Park's first Racial Equity Action Plan. This process is aligned with the Government Alliance for Racial Equity's (GARE) four steps to develop a racial equity action plan.

## **Step 1: Preparation**

The murder of George Floyd in May of 2020, ignited a racial reckoning for communities all across the United States. Oak Park is one of the communities seeking to examine and learn more about how racial bias, and systemic racism impacts their community. As Oak Park strives to be a fierce leader in racial equity and social justice.

In fall 2022, the Village of Oak Park's Division of Diversity, Equity, and Inclusion (VOP DEI) presented plans to conduct a racial equity assessment in fiscal year (FY) 2023. VOP DEI secured funding for this assessment through the annual budget process in fall of 2022. The Village Board of Trustees approved the budget for FY 2023 in December of 2022.

In addition, the Division of Diversity, Equity, and Inclusion created an Oak Park Community Advancing Racial Equity and Social Justice (OP CARES) equity framework. OP CARES has four target areas around content, culture, community, and champion. These areas will eventually serve as pillars of the racial equity action plan informed by data findings.

Chief Diversity, Equity and Inclusion Officer, Dr. Danielle Walker presented to the Village Board of Trustees in January of 2023. This informational presentation discussed what is a racial equity assessment in order gain feedback from the Trustees. This helped clarify aspects of the assessment and gained Board perspective regarding the study.

## **Step 2: Research and Organization Assessment**

The Village is prepared to enter in step two of creating a racial equity action plan by engaging in a community assessment. This assessment will focus on how structural and institutional racism impacts the Community of Oak Park. As it pertains to its people, policies, programs, and practices. Furthermore, assess what has been the impact of current endeavors to combat structural and institutional racism. The assessment will need community data that provides insight into all these elements.

## **Step 3: Research Findings**

Upon the completion of the racial equity community needs assessment, the findings will ground and guide the path forward for Oak Park. Particularly have interest in how the findings illuminate the racial equity impact across the Village's programs, polices, practices, and its people. Also, the findings will reveal key themes and essential gaps that may need to be addressed. That will be used to develop community indicator, which will inform the racial equity action plan.

## **Step 4: Develop the Racial Equity Action Plan**

The assessment findings and its subsequent recommendations will inform the development of a racial equity action plan. The plan will encapsulate actionable achievement goals that is aligned with community feedback and data indicators. Which may include community indicators, outcomes, actions, performance measures, timeline, and accountability. A racial equity action plan will also inform the adoption of a racial equity resolution.

### III. AWARD OF CONTRACT

A. Contract Term: The contract period commences on the date the Professional Services Agreement in substantially the form attached is fully executed and will end on December 31,2023.

B. Authorization:

a. The contractor will enter into the Professional Services Agreement as approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The contractor is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void.

C. Amount of Agreement and Payments

a. The estimated amount of compensation under the agreement is \$150,000. The Village of Oak Park will pay the contractor in three installments: (1) a \$50,000 payment within 30 days after the effective date of the agreement; (2) a \$50,000 payment at the mid-point of the contract term; and (3) a final payment of \$50,000 upon the successful completion of all contract deliverables.

D. Termination for Non-appropriation of Funds

a. The Village reserves the right to terminate the agreement if the Village's Board of Trustees fails to appropriate funds for the services to be provided under the agreement. All funds for payments after December 31st of the current fiscal year are subject to Village appropriation for this purpose.

E. Contractor Personnel Assigned to the Village of Oak Park Account(s)

a. The Village reserves the right to accept or reject any staff designated by the contractor to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

F. Subcontracting

a. The Contractor shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The contractor assumes responsibility for the performance of any services by subcontractors, whether or not authorized. In the event of a merger of a contractor with another firm, the agreement may only be assigned to the successor firm only upon the approval of the Village President and Board of Trustees.

G. Insurance Requirements: The selected contractor must purchase and maintain for the length of the agreement and coverage as set forth in the agreement.



## Section III. RFP Response Instructions

### A. *Proposal Format*

Proposals should be prepared simply and economically, providing a straight-forward, concise description of proposer capabilities to satisfy the requirements of this request.

Emphasis should be placed on completeness, simplicity and clarity of content. All proposal responses must be in the following format:

1. Cover Letter
2. Table of Contents
3. Respondent Background
4. Proposed Scope of Service
5. Proposed Schedule of Implementation
6. References
7. Cost Proposal
8. Attachments

The desired information for each of these sections is described below.

### B. *Cover Letter*

The cover letter should contain the name of the proposing Service Provider (and/or third-party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

### C. *Table of Contents*

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

*D. Respondent Background*

This section should include the full name and principal address of the respondent. Include the state in which the vendor is incorporated to operate and the date of incorporation if applicable.

The Village requests that proposing service provider set forth the names of a designated account executive or relationship manager, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. In addition, describe the organization of any additional staff team which would service the account. Provide a listing of the entire proposed staff team, including name, title, and length of service with the vendor. Additional qualifications and experience on similar accounts may be included.

4. *Proposed Scope of Services*

In addition to addressing the topics covered in this proposal with regards to scope of work and reports required, include any other pertinent information you feel will set you apart from other proposers.

If there are any services offered in addition to what the Village has requested that may be of interest to the Village, please describe those in an additional subsection at the end of your response to the scope of services.

5. *Proposed Schedule of Implementation*

Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

6. *References*

Provide a list of client references of similar sized and/or municipal accounts which the proposer has served over the past two years and is currently serving. Provide no fewer than three references. Provide a contact person, telephone number, and email address for each referenced customer.

7. *Cost Proposal*

All service providers must utilize *Attachment I. Cost Proposal Form* to officially submit pricing information. Service providers may provide additional documentation. However, evaluations will utilize Exhibit A to compare costs.

8. *License to Provide Service in Illinois and Disclosures*

Service providers shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

Service providers shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

All firms interested in providing the deliverables outlined in this RFP must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate precisely where the response to the particular question is located.

A general description of the firm and the history of the firm, including a description of the firm's experience and ability to provide the services requested. Include the number of years the company has been in business, the location of the corporate headquarters, and the total number of people employed by the company.

Proposers shall describe in general the manner in which the services will be provided, the manner in which they would oversee the work, how they propose to communicate the project status to the Village, and how disputes or issues are addressed.

Describe which employees (name, title and expertise) will be working on this Project and their roles within the project

#### Professional Reference List

Provide evidence of the firm's experience in conducting community needs assessments.

Annotated listing of publications, reports, etc. of prior research work or needs assessments.

In addition, proposers shall provide the Village with any other relevant information pertaining to the scope of work and any additional information deemed relevant by the Village.

#### IV. EVALUATION PROCESS & CRITERIA

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

*A. Responsiveness to RFP*

The Village will consider all the material submitted to determine whether the Service Provider's offering is in compliance with this RFP.

*B. Ability to Perform Current and Projected Required Services*

The Village will consider all the material submitted by each service provider, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type.

*C. Experience and Relevant Knowledge*

The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.

*D. Financial Stability*

At the Village's sole discretion, additional requests may be made to a Service Provider, including but not limited to, audited, reviewed, or compiled financial reports, a copy of recent tax return/s, recent bank statements, or other similar information. Such information will be considered confidential and only used to provide confidence to the Village that Service Provider is expected to continue as an ongoing-concern during the applicable contractual term.

*E. References*

The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

*F. Cost Proposal*

The Village will evaluate aggregate services based on the overall cost-effective approach to providing the services requested in this RFP.

*G. Optional Interviews and/or Site Visits*

The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.

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**ORGANIZATION OF FIRM**

**Please fill out the applicable section:**

**A. Corporation:**

The Contractor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

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

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

[THIS SPACE LEFT INTENTIONALLY BLANK]

## Attachment I. Cost Proposal Form

Vendor shall state as part of its proposal a written description of its quality assurance method to be utilized to ensure proper indexing of all documents.

Provide cost proposal based on the proposed operations schedule under Section II in the space provided below:

A large, empty rectangular box with a thin black border, intended for the vendor to provide a cost proposal based on the proposed operations schedule under Section II.

**SECTION VIII**  
**COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) \_\_\_\_\_ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 related to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements."
6. The Proposing Firm has completed the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates are barred from enter into an agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-312 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Firm is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

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<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.

Signature: \_\_\_\_\_

Name and address of Business: \_\_\_\_\_

Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

- Notary Public Seal -

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

**SECTION X**  
**M/W/DBE STATUS AND EEO REPORT**

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

1. Contractor Name: \_\_\_\_\_

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any M/W/DBE certifications]

3. What is the size of the firm's current stable work force?

\_\_\_\_\_ Number of full-time employees

\_\_\_\_\_ Number of part-time employees

4. Similar information will be requested of all sub-contractors performing work pursuant to the applicable agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal.

**An EEO-1 Report may be submitted in lieu of this report**

Contractor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal may disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
(Name of Person Making Affidavit)

\_\_\_\_\_ of \_\_\_\_\_ and that the above EEO  
(Title or Officer)

Report is true and accurate and is submitted with the intent that it be relied upon.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you

Department: Diversity, Equity, and Inclusion Department-Village Manager's Office

Project Name: **Racial Equity Community Needs Assessment**

Date Issued: February 21, 2023

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Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

# Attachment VI. Agreement

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, an \_\_\_\_\_ (hereinafter referred to as the “Consultant”).

### RECITAL

**WHEREAS**, the Village intends to have professional services performed by the Consultant to provide a racial equity community needs assessment pursuant to Consultant’s Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), the Village’s Request for Proposals (“RFP”), attached hereto and incorporated herein by reference, and this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. RECITAL INCORPORATED.**

The above recital is incorporated herein as though fully set forth.

**2. SERVICES OF THE CONSULTANT.**

2.1. The Consultant shall provide a racial equity community needs assessment as more completely described in the Consultant’s Proposal and the Village’s RFP (hereinafter referred to as the “Project”). After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in delivering the Project to be provided pursuant to this Agreement due to the Consultant’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant’s Proposal, the Village’s RFP and/or this Agreement, this Agreement and/or the Village’s RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Chief DEI Officer or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent contractor to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against contractor. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$\_\_\_\_\_. The Consultant shall be paid in one lump sum payment for the services. Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing

accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultant's services; (4) delay in the progress or completion of the services; (5) inability of the Consultant to complete the services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the Village, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the Village shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting therefrom all charges against the Consultant as provided for in this Agreement ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such

claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire December 31, 2023.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be affected unless the terminating party gives the other party not less than ten (10) calendar days written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

#### **5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or subconsultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

#### **6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and

indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
---------------------------	----------------

(E) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

## **7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

## **8. FORCE MAJEURE.**

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

## **9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

## **10. STANDARD OF CARE.**

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its

errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Project under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

#### **14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has not reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

#### **15. NO COLLUSION.**

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the

Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2 Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is

transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**19. BINDING AUTHORITY.**

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**20. HEADINGS AND TITLES.**

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village executes this Agreement as set forth below.

**23. AUTHORIZATIONS.**

23.1 The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that he has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if

minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

24.2. In the event of the Consultant’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**CONSULTANT**

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023