



Request for Proposals (RFP)

For Grant Services

Village of Oak Park

Date Issued: May 10, 2023

**Proposal Deadline: May 26, 2023
at 5:00 p.m. central time**

**Proposals to be returned by email to:
Marcella Bondie Keenan, Chief Sustainability Officer
Village Manager's Office
Sustainability@oak-park.us**

VILLAGE OF OAK PARK

PROJECT NAME: **Grant Services**

DATE ISSUED: May 10, 2023

REQUEST FOR PROPOSALS FOR GRANT SERVICES

The Village of Oak Park (“Village”) is seeking proposals from qualified firms to provide professional grant services. The required services and performance conditions are described in Section II.

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Section I. General Requirements

A. *Introduction and Mandatory Terms*

The Village of Oak Park (“Village”) is seeking proposals from qualified firms to provide professional grant services.

Proposers are to submit one PDF copy via email. Proposals should be emailed directly to Sustainability@oak-park.us. Submissions received after the submittal time may be rejected.

There is no pre-proposal conference currently scheduled.

All questions must be submitted via email to Sustainability@oak-park.us no later than May 16, 2023. Responses will be provided to the known list of RFP recipients by May 23, 2023, as well as on the Village’s website at <http://www.oak-park.us/bid>.

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

B. *Presentation of Request for Qualifications*

The Village reserves the right to select a shortlist 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.

Any agreement with a selected Consultant must be reviewed and approved by the Village Attorney, as well as approved and authorized 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. The Village will not assume responsibility for receipt of such an addendum. In all cases, it will be the service provider's 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.

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 a portion thereof.

M. Termination for Non-appropriation of Funds

The Village reserves the right to terminate any multi-year 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 employees 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 vendor:

RFP Posted	May 10, 2023
Questions due	May 16, 2023
Proposals due	May 26, 2023
Proposals reviewed	May 30, 2023
Resolution / Contract Approval	June 5, 2023
Service start date	Upon execution of the contract

* * *



Section II. Specific Requirements

A. Scope of Work:

1. Objective & Overview

The Village of Oak Park (pop. 54,500; area 4.5 sq. mi.), located immediately west of Chicago, is home to a diverse range of cultures, races, ethnicities, professions, lifestyles, religions, ages, and incomes. The Village of Oak Park operates under the Village Manager form of government, in which an elected Village Board president and six trustees set policy and hire a professional manager to oversee the day-to-day operations of government services and programs. The Village's initiatives are supported and encouraged by elected Board members, appointed citizen commissioners, and active community stakeholders.

The Village Manager and staff oversee a wide variety of municipal services, including projects in alignment with the Board's adopted policy goals of Community Affordability, Community Safety, Racial Equity, Vibrant Diverse Neighborhoods, and a Sustainable Future.

The Village is engaged in planning efforts and subsequent implementation to support these goals, including a Community Diversity, Equity, and Inclusion (DEI) assessment, Housing Study, Vision Zero transportation plan, Alternative Calls for Service community safety project, and *Climate Ready Oak Park*, a long-range, comprehensive community climate action, resiliency, and sustainability plan (see <https://www.oak-park.us/climateplan>).

On August 1, 2022, the Village Board declared a climate emergency and adopted *Climate Ready Oak Park*. The *Climate Ready Oak Park* commitments are:

1. Decrease community-wide greenhouse gas emissions by 60% by 2030. Achieve community-wide net zero greenhouse gas emissions by 2050.
2. Meet the energy needs of Village facilities with 100% renewable electricity by 2030.
3. Establish 30% of Oak Park's land as green infrastructure or enhanced park management.
4. Direct 40% of public climate and sustainability dollars to the most vulnerable.
5. Partner with the most impacted to create climate and sustainability policies and programs.

To achieve the Village's ambitious commitments and implement forthcoming community initiatives, the Village must partner with other local governmental partners, institutions, and community-based organizations such as non-profits and volunteer groups. The Village understands that funding and financing program implementation will require securing financial commitments from the private market as well as local, regional, state, and national resources.

Consultants are invited to respond to the Village's Request for Proposal who are: experienced in grants development for municipal programs, and familiar with innovations for funding and financing long-range projects. See **Section IV** for the Proposal Evaluation scoring rubric.

Key Concepts

- **Community Sustainability:** A community that meets the needs of the present without compromising the ability of future generations to meet their own needs. It calls for efforts toward building an inclusive, sustainable, and resilient future for people and the planet. To be achieved, three elements must be harmonized: economic growth, social inclusion, and environmental protections (the “triple-bottom-line”). These elements are interconnected and all are necessary for the well-being of communities. Sustainable development must include creating greater opportunities, reducing inequalities, fostering equitable social development and inclusion, and promoting integrated and sustainable management of natural resources and ecosystems. Tackling climate change and fostering sustainable development are mutually reinforcing. (Adapted from UN Sustainable Development Goals¹).
- **Social Equity:** Equity is both a process and an outcome. Equity recognizes that some groups were (and are) disadvantaged in accessing opportunities and are, therefore, underrepresented or marginalized in many organizations and institutions, and benefitted less from programs and initiatives. Achieving equity requires acknowledging historic and ongoing inequities, and shifting influence and resources to groups that have been historically excluded from decision-making and benefits. The result of equity is that life outcomes can no longer be predicted by demographics.

2. Services

The Village is seeking proposals from qualified firms to provide broad professional grant services to municipal programs, with an emphasis on initiatives that advance climate action. The grants development process and products will be aligned with the *Climate Ready Oak Park* plan, forthcoming DEI and other Village assessments and plans, and other established and emergent community priorities. The Consultant will conduct this work in collaboration with the Village Manager’s Office staff and other Village leadership.

The Village intends to select a consultant who can identify high-yield grant funding opportunities for the Village; research, write and present grant proposals to advance Village priorities, and manage and administer grants, including reporting and training. The Village’s goal is to secure funding for priority programs and projects that the Village would otherwise not be able to fund using local tax or ratepayer dollars.

Responsibilities of Consultant	
TASK	DELIVERABLE
Co-facilitation of monthly staff meetings	Structured meetings for prospecting, submitting, accounting, and managing grants
Funding needs analysis	List and analyze Village Department climate action, diversity, equity and inclusion, and other Board-aligned priorities; List and analyze areas for potential grant development
Grant funding research	Develop list of Village’s current awarded grants and their status. List and analyze

¹ <https://www.un.org/sustainabledevelopment/development-agenda/>

	available and applicable grant application opportunities. Facilitate go/ no-go decision making.
Grant proposal development	Draft and final grant applications with associated supporting documents
Grant management/ administration	Copies of grant reporting submittals
Grant development training	Training guidance documents

Responsibilities of Village

- Provide all pertinent background information and documents requested
- Review and approve the consultant’s work

The details below invite your creativity in crafting an integrated approach that delivers the greatest possible benefit, and the greatest possible value.

3. Project Budget

Please provide a project budget that identifies line item costs for Required Elements. The Village of Oak Park reserves the right to negotiate a modified statement of work with the selected consultant to best carry out the purposes of the study within the available budget.

4. Project Schedule

Please propose the project schedule that you recommend to complete the Required Elements.

5. Required Elements

- A) Co-facilitation of Monthly Staff Meetings - Co-facilitate structures monthly grant management meetings with Village staff for prospecting, submitting, accounting, and managing grants. Use of a cross-departmental grant tracking and management platform is highly desirable but not required.
- B) Funding Needs Analysis – Work with Village staff to facilitate meetings with Village departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;
- C) Grant Funding Research – Develop list of Village’s current awarded grants and their status. Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies, and organizations that support the Village’s funding needs and priorities (emphasizing grants which require no “matching” funds), including, but not limited to:
 - a. Climate plan implementation and greenhouse gas inventory/modeling and mitigation
 - b. Social equity
 - c. Community capacity building, arts, and education
 - d. Community affordability
 - e. Building decarbonization, including energy efficiency and renewable energy infrastructure, and community behavior change
 - f. Transportation decarbonization, including vehicle electrification; multimodal transportation; bike, pedestrian, and transit Infrastructure and

behavior change

- g. Extreme weather, climate adaptation and resiliency (social, infrastructure and environmental), emergency preparedness and management
- h. Biodiversity, green infrastructure, and natural resources (including urban forestry)
- i. Sustainable infrastructure development and maintenance
- j. Community health and environmental quality
- k. Sustainable economic development
- l. Healthy & sustainable food systems
- m. Waste reduction and other community sustainability initiatives

D) Grant Development/Management/Monitoring/Compliance

- a. On-Call Grant Research – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the Village;
- b. Monitor the Village's compliance with general and specific grant requirements contained in federal, state and other grants awarded to the Village;
- c. Provide procurement assistance as needed to comply with grant requirements;
- d. Davis-Bacon Act, Buy America, ADA, Whistleblower- knowledge and monitoring compliance with these and other federal requirements;
- e. Interpret regulations and policies for the departments;
- f. Assist in developing a grant checklist;
- g. Coordinate and review fiscal and performance activities regarding grant compliance;
- h. Prepare documentation and thorough and comprehensive compliance reports as required for various grants;
- i. Record keeping meeting various grant requirements;
- j. Knowledgeable of contracts and applicable regulations related to grants;
- k. Assist in the development and tracking of grant evaluation/performance measures;
- l. Processing amendments to grant agreements;
- m. Provide guidance to Village and Village's contractors;
- n. Provide oversight of grant closeout and preparation of final reports; and
- o. Provide quarterly summaries of grants the Village has applied for with the grant writer's assistance and the outcome of each grant request.

E) Grant Writing and Administration Training, including grant writing, go/no go decision making, monitoring, and reporting.

F) Other Professional Services, as required, including, but not limited to: representation on state and federal levels to monitor and guide grant applications through the pertinent government agencies; and such other services regarding the obtaining of grants as the Village may require for the acquisition of specific grants.

All deliverables should be provided in an editable file format and include documentation of any data sources and methodology, with sufficient detail so that Village staff can update the products.

6. *Innovation*

Propose any other elements, approaches, and initiatives that you deem relevant to effectively address the Village's goals. The Village will look most favorably on innovations that we deem practical and affordable, and that can integrate with Village initiatives.

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.



Section III. RFP Response Instructions

A. *Proposal Format*

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's 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; and
8. Attachments

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

1. *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).

2. *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.

3. *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 regard to the 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.

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 and/or registrations 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.

9. *Attachments*

Please provide completed executed originals of the following required attachments:

- I. Cost Proposal Form;
- II. Compliance Affidavit;
- III. M/W/DBE Status;
- IV. EEO Report; and
- V. No Proposal Explanation (if needed).



Section IV. Proposal Evaluation

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*
The Village may conduct an analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.
- 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.

H. Proposal Scoring Rubric

PROJECT AND EVALUATOR	
Project: Village of Oak Park Grants Services	
Date:	
Evaluator Name:	
INSTRUCTIONS	
A. Scoring: Score each element from 1 to 5.	
1 = Does not meet RFP requirements.	
2 = Partially deficient in meeting RFP requirements.	
3 = Meets RFP requirements.	
4 = Partially exceeds RFP requirements.	
5 = Substantially exceeds RFP requirements.	
B. Please include any questions or requests for clarifications from the bidders within the form. Questions for bidders will be incorporated into the standard question list, if the bidder is invited to interview.	
C. Please direct any questions regarding these instructions to:	
CONFIDENTIALITY	
A. Do not discuss or share your scoring values outside of scheduled evaluator meetings.	
B. Please direct any questions regarding confidentiality to:	
PROPOSAL SCORING (page 1)	
PROFESSIONAL QUALIFICATIONS	
Individual scoring elements	Score (1-5)
A. Relevant firm experience in developing the required Services and Required Elements	5
<i>Evaluator's Questions/Comments:</i>	
B. Relevant knowledge and experience of key project team personnel	5
<i>Evaluator's Questions/Comments:</i>	
C. Diversity of the project team (e.g., gender, race/ethnicity, other provided information)	5
<i>Evaluator's Questions/Comments:</i>	
D. Demonstrated knowledge of and success in garnering and braiding diverse funding and financing sources for climate and sustainability initiatives	5
<i>Evaluator's Questions/Comments:</i>	
E. Demonstrated knowledge of equitable and sustainable community development	5
<i>Evaluator's Questions/Comments:</i>	
F. Demonstrated knowledge of the Village of Oak Park and the region	5
<i>Evaluator's Questions/Comments:</i>	

PROFESSIONAL QUALIFICATIONS CATEGORY SUBTOTAL	30
PROPOSAL SCORING (page 2)	
QUALITY OF APPROACH	
Individual scoring elements	Score (1-5)
A. Quality of description of deliverables	
1. Co-facilitation of monthly staff meetings	5
<i>Evaluator's Questions/Comments:</i>	
2. Funding needs analysis	5
<i>Evaluator's Questions/Comments:</i>	
3. Grant funding research	5
<i>Evaluator's Questions/Comments:</i>	
4. Grant development/ management/ monitoring/ compliance	5
<i>Evaluator's Questions/Comments:</i>	
5. Grant writing and administration training	5
<i>Evaluator's Questions/Comments:</i>	
6. Proposed innovation	5
<i>Evaluator's Questions/Comments:</i>	
7. Proposed schedule	5
<i>Evaluator's Questions/Comments:</i>	
8. Expectations and assumptions of the consultant project team	5
<i>Evaluator's Questions/Comments:</i>	
QUALITY OF APPROACH CATEGORY SUBTOTAL	40
PROPOSAL SCORING	
CONSOLIDATED SCORING	
Category Subtotals	Scores
PROFESSIONAL QUALIFICATIONS	30
QUALITY OF APPROACH	40
TOTAL	70



Attachment I. Cost Proposal Form

The Service Provider 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 a cost proposal based on the specific requirements set forth in Section II above in the space provided below:



Attachment II. Compliance Affidavit

I, _____ being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) _____ of the Proposing Firm (“Firm”) and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated in the “Organization of Proposing Firm,” which is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to “Proposing Requirements”.
6. Neither the Firm nor its affiliates is barred from contracting 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 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 contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 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 Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: _____

Printed Name _____

Name of Business: _____

Your Title: _____

Business Address: _____

(Number, Street, Suite #)

(City, State & Zip)

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting 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 bidding or contracting business entity.

Telephone: _____ Fax: _____ Web Address: _____

Subscribed to and sworn before me this _____ day of _____, 2019.

Notary Public

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



Attachment III. M/W/DBE Status

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

1. Vendor 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
- _____ None of the above

(Copies of all certification letters must be included)

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

- _____ Number of full-time employees
- _____ Number of part-time employee

Signature: _____

Date: _____

Attachment IV. EEO Report

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 Bid. An incomplete form will disqualify your Bid.

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

Vendor Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												

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

_____, being first duly sworn, deposes and says that he/she is the _____
 (Name of Person Making Affidavit) (Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this _____ day of _____, 2019.

 (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

Project Name: **Grant Services**
Date Issued: **May 10, 2023**

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 _____, a _____ (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have services performed by the Consultant pursuant to the Village’s Request for Proposals dated May 10, 2023 (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Consultant’s Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Consultant has represented to the Village that it has the necessary expertise to provide the Services and Required Elements as described in the RFP; and

WHEREAS, the Consultant has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

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

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF CONSULTANT AND TERM OF AGREEMENT.

2.1. Consultant shall provide the services set forth in the Consultant’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

2.2. Consultant shall submit to the Village all reports, documents, data, and information set forth in the Village’s RFP in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any

required submittal conform to this Agreement. Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Consultant's failure to provide any required submittal in conformance with this Agreement.

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

2.4. Village Authorized Representative. The Village Manager or the Village Manager's designee shall be deemed the Village's authorized representative for purposes of this Agreement, 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. 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 Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, 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 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 Consultant. 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 19 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 Consultant. 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 Consultant for the Services as set forth pursuant to the Consultant's Qualifications in an amount not to exceed \$_____. Consultant shall be paid not more frequently than once each month ("Progress Payments"). 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 regarding the general scope of this Agreement in the Services to be performed by 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 Consultant shall be furnished without the written authorization of the Village.

3.3. 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; and (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 Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultants Services; (4) delay in the progress or completion of the Services; (5) inability of Consultant to complete the Services; (6) failure of 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 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 Consultant of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until 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 Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Consultant under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on _____, 2023 through 11:59 p.m. on _____.

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 effected unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 19 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, 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 Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of Consultant or its subconsultants or their respective employees.

6. INSURANCE.

6.1. Consultant shall at 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. 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 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 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, its officers, officials, employees, agents, 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	\$ 2,000,000.00
Personal Injury	\$ 2,000,000.00
- iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

- i. Workers' compensation shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, 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 the Workers' Compensation Act, Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Comprehensive Automobile Liability coverage shall 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
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(E) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. 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, officials, employees, agents, and volunteers.

6.3. The Village and 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 Services.

6.4. Consultant understands and agrees that, except as to professional liability, 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, its officers, officials, employees, agents and volunteers as herein provided. Consultant waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and 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 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 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 Consultant.

10. STANDARD OF CARE.

10.1. Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all 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. Consultant shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one (1) year of completion of Consultant's Services.

10.3. Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by 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 Consultant.

10.4. 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. 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 Consultant with respect to this Agreement.

10.6. 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 Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, 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 Services and payment to 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. Consultant shall have the right to retain copies of the Documents for its files. 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. Consultant’s Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. 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 give notice to Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village’s expense. 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. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and 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 section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. 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 Services 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.

11.3. Consultant shall have the right to include among Consultant’s promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by Consultant pursuant to this Agreement (collectively “Work Products”). The Village shall provide professional credit to Consultant in the Village’s development, promotional and other materials which include Consultant’s Work Products.

11.4. Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) (“FOIA”) request within five (5) business days after the Village issues notice of such request to Consultant. Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including,

but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

12. CONFIDENTIAL INFORMATION

12.1 The Consultant shall not disclose any and all proprietary and/or confidential information provided by the Village that is so marked or identified by the Village or as otherwise provided law that is received by the Consultant in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

12.2. The Consultant shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

12.3. Upon termination of this Agreement, the Consultant shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Consultant by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information. The obligations set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. SAVINGS CLAUSE.

13.1. 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 its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

14. NON-WAIVER OF RIGHTS.

14.1. 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.

14.2. This Agreement shall not prohibit Consultant from providing services to any other public or private entity or person. In the event that 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 Consultant to provide such Services as the Village deems appropriate.

15. THE VILLAGE'S REMEDIES.

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that 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 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 reasonably commenced to cure any such Event of Default within fifteen 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:

15.1.1. The Village may require 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;

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

15.1.3. 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;

15.1.4. The Village may withhold any payment from Consultant, whether or not previously approved, or may recover from Consultant any and all costs, 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

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

15.2. In addition to the above, if Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

16. NO COLLUSION.

16.1. Consultant hereby represents and certifies that 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.* 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 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.

17. ENTIRE AGREEMENT.

17.1. 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.

18. GOVERNING LAW AND VENUE.

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

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

19. NOTICE.

19.1. 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 email

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

If to the Consultant:

Email: _____

19.2. 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.

19.3. Notice by email transmission shall be effective as of date and time of 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 email 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.

20. BINDING AUTHORITY.

20.1. 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.

21. HEADINGS AND TITLES.

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

22. COUNTERPARTS; FACSIMILE OR PDF/MAIL SIGNATURES.

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

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

23. EFFECTIVE DATE.

23.1. As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by one of the parties as set forth below.

24. AUTHORIZATIONS.

24.1. 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 and Village Clerk warrant that they have 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.

25. EQUAL OPPORTUNITY EMPLOYER.

25.1. 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.

25.2. 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.

25.3. 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