
I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
REQUEST FOR PROPOSALS
Strategic Financial Management Planning Program
Date Issued: March 15, 2024
Proposal Due Date: April 4, 2024, 4:00 P.M. Central Time

The Village of Oak Park (“Village”) seeks proposals for a Strategic Financial Management Planning Program that will establish a short-and-long-term financial and managerial objectives that will strengthen the fiscal capacity of the Village of Oak Park government. This also includes the integration of long-term community and economic development strategies that strengthen the area’s tax base. The Strategic Management Planning Program is designed, in part, on recommended financial management practices of the Government Finance Officers Association (GFOA).

I. REQUEST FOR PROPOSALS - INSTRUCTIONS

The Village anticipates the following general timeline for this Request for Proposals (“RFP”). The following dates are subject to change:

Activity Schedule	Timeline
RFP Published	March 15, 2024
All Questions Due	March 26, 2024, 4:00 PM Central Time Email to: dgayden@oak-park.us Attention: Donna Gayden, Interim Chief Finance Officer
Posting of Answers	March 28, 2024, 4:00 PM Central Time Website: https://www.oak-park.us/bid
Proposals Due	April 5, 2024, 4:00 PM Central Time Email to: dgayden@oak-park.us Attention: Donna Gayden, Interim Chief Financial Officers
Anticipated Award Date	April 30, 2024 or thereafter

All proposals must be received by the specific time set forth above. Proposals received after the specified time will not be accepted. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals over 25MB in email size may be rejected and will require to be sent in smaller multiple emails.

The Village reserves the right to accept or reject any and all proposals and to waive any technicalities.

The documents constituting this request for proposals are listed below. Respondents are responsible for the completion of Sections V through IX, in their entirety and in the order presented below. Missing information or proposals that are deemed by the Village to be incomplete will not be considered for award.

- V. PROPOSAL SUBMITTALS**
- VI. ORGANIZATION OF FIRM**
- VII. COMPLIANCE AFFIDAVIT**
- VIII. M/W/DBE STATUS AND EEO REPORT**
- IX. REFERENCES FORM**
- X. PROFESSIONAL SERVICES AGREEMENT**

The selected contractor will enter into a Professional Services Agreement (“Agreement”) in substantially the form attached hereto in Section X.

II. BACKGROUND INFORMATION

The **Village of Oak Park** is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community with a population of 54,583 located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

III. AWARD OF CONTRACT

A. Contract Term: The contract period commences on the date the Agreement in substantially the form attached is fully executed and will end when the services are completed.

B. Authorization: The contractor will enter into the Agreement in substantially the form attached 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. Termination for Non-appropriation of Funds: 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.

D. Subcontracting: 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.

E. Insurance Requirements: The selected contractor must purchase and maintain for the length of the Agreement and coverage as set forth in the Agreement attached hereto.

F. Information Data: All data and records prepared or obtained under this project shall be made available to the Village without restriction or limitation on their use. The Village shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all data, information, materials and documents obtained, discovered and produced by the contractor. All reports, data, information, etc., prepared or assembled by the contractor shall not be made available to any individual or organization other than the Village of Oak Park.

IV. ENGAGEMENT OBJECTIVES

The contractor and the Village will develop and implement a multi-year financial management program and strategies. The objectives of the engagement are to:

- A. Strengthen multi-year financial planning processes for the Village;
- B. Assist the Village on a Strategic Financial Management Planning Program basis to identify and address financial difficulties;
- C. Develop the internal capacity within the Village so that it is able to develop, adopt, monitor, and implement Multi-Year Financial Management plans and incorporate this process into the annual budget process;
- D. Assess possible revenue creation in a community which has limited taxation ability;
- E. Conduct related management studies that will improve the management, financial administration, operations, and economic development activities within the Village. This part of the study should include but not be limited to an analysis of the appropriate structure, command, scheduling, and staffing levels of each department and a review of current practices compared to established “best practices” and standards of excellence for local government service delivery. It should also include a review of all current collective bargaining agreements and recommendations regarding cost containment and cost sharing for relevant departments and operations.

The management review should also consider all the Village's capital assets in the context of its multi-year capital improvement plan;

- F. Implement a system of multi-year revenue and expenditure financial monitoring and trend analysis so that the Village can anticipate and plan for future financial circumstances. This includes analysis of retirement plans, debt, liability and health insurance coverage and cost;
- G. Determine and establish the adoption of "best practices" for financial management of the Village and develop standards that support financial stability;
- H. Provide a mechanism by which the Village may adopt prioritized short- and long-term goals and objectives for subsequent adoption and implementation; and
- I. Explore the opportunities for promoting inter-municipal and regional cooperation strategies and cost-sharing among area local governments.

V. STATEMENT OF WORK TO BE PERFORMED

The Strategic Financial Management Planning Program is guided by a philosophy that establishes five (5) specific measures that a local government can take to manage its financial position and achieve or maintain its long-term economic viability: 1) expenditure reduction; 2) revenue enhancement; 3) implementation of a long-term economic development strategy; 4) adoption of best management practices to achieve operating efficiencies; and 5) pursuit of intergovernmental cost-sharing strategies.

The Strategic Financial Management Planning Program requires that the Village prioritize its most critical needs and establish a process that ensures that resources are focused on areas of highest priority, thus creating a "triage" approach to fiscal distress intervention.

The Strategic Financial Management Planning Program must be designed to meet the individual and specific needs of the Village. The development of the plan is to be divided into six (6) steps:

Step 1. Financial Condition Assessment – This assessment is to be performed as a means to establish a realistic baseline of the Village's historic and financial condition. A review of each fund starting with the General Fund and all Municipal funds that exist for the Village. This review should include a minimum of four (4) years of detailed historical financial data.

Step 2. Financial Trend Analysis – Performed over a multi-year period, this analysis will project future revenue, expenditure, economic and demographic trends for at least a five (5) year period so that the

Village can understand its future financial position and take immediate steps to counteract any negative trends.

Step 3. Emergency Plan for Current Fiscal Year (if necessary) – The Multi-Year Financial Management Plan should allow the Village to pursue both short- and long-term strategies on parallel tracks. If the above analysis has identified a critical cash flow situation that may impact on the health, safety and welfare of residents, an Emergency Plan should be included to address actions to be taken during a six (6) to twelve (12) month timeframe to avoid a fiscal emergency. The Emergency Plan, if applicable, should set forth a strategy regarding: i) whether the current fiscal year’s budget can and should be reopened, amended, or modified; ii) whether service, operational and/or personnel reductions should occur; iii) whether short-term borrowing, including possible unfunded debt borrowing, is necessary; and iv) whether other types of administrative reorganization or short-term actions should be effectuated in order for the Village to remain solvent in the current fiscal year.

Step 4. Management Audit – With assistance from the Contractor, the Village shall perform a management audit of all departments and operations. The audit is to include narrative summaries of each department comprised of budget, personnel information, succession planning as well as other relevant data. This data is to be supported by interviews with Department Heads and key staff members as may be required to facilitate the most comprehensive view of the Village’s most critical operational needs. Recommended structure, and staffing levels (based on “best practices” for local government service delivery) should be provided for each department so that it will be possible for management to use a “benchmarking” strategy to address operational deficiencies. The management audit shall encompass all areas outlined by the Village during the interview and Contractor selection process.

The management review should also consider all the Village’s capital assets in the context of its multi-year capital improvement plan.

Step 5. Multi-Year Plan Strategy – The Plan, at its foundation, will identify the Village’s top five (5) financial management priorities. Additional prioritization should be conducted at the departmental level, and interdepartmental objectives that are Village-wide. These should be detailed in the Plan. Each objective is to contain a detailed action plan that describes: 1) policy objectives is to be achieved; 2) the budgetary impact; 3) the timing and deadlines for each action step; and 4) which employee and/or department has the primary responsibility for the objective.

Step 6. Multi-Year Plan Implementation – The Strategic Financial Management Planning Program is an ongoing process, and an adopted plan must be evaluated, adjusted, and adopted each year. A master implementation schedule should be created that specifies key deadlines for each objective set forth in the Plan. Key to the ultimate implementation of the Plan, this schedule will serve to monitor whether individual department objectives are being met, thus providing a means by which the local government can measure its overall progress in implementing the Plan.

II. SUPPORT TEAM

The selected contractor will be expected to work with individuals representing the Village’s management and key staff.

III. REPORTS REQUIRED

The following reports as detailed above in Section V are expected during and at the completion of the engagement:

- A. Assessment of the Village’s financial condition;
- B. Financial trend analysis;
- C. Management audit;
- D. Five-year plan; and
- E. Plan Implementation.

IV. SCHEDULE

During the review, the Contractor may be required to meet with various elected or appointed officials, department heads, staff members or members of the public to discuss the progress of the engagement or related matters.

All reports are to be presented publicly to the governing body of the municipality no later than the following dates:

<u>Steps 1 and 2</u>	Financial Condition Assessment and Fiscal Trend Analysis	Two months from contract award
<u>Step 3:</u>	The Management Audit	Four months from contract award
<u>Step 4:</u>	The Five-Year Plan	Six months from contract award

Step 5

Implementation Plan

Six months from contract
award

A preliminary review may be undertaken by the Village. The report should include:

- The Assessment of the Village's financial condition and fiscal trend analysis
- The management audit
- The five-year plan and operational analysis
- Implementation Plan

Evaluations:

Proposals will be reviewed and evaluated by Village staff. The Village reserves the right to accept or reject any and all proposals, and to waive minor informalities and errors in submitted proposals. The Village may also request additional information it deems reasonably necessary or may choose to interview proposers to further evaluate qualifications to allow the Village to evaluate and select the most qualified proposer to perform the services described in this RFP. Respondents who submit proposals do so at their own expense.

Contractor Selection:

The Village will award the Agreement to the contractor whose proposal is most satisfactory to the Village in its discretion. Final selection is expected as set forth in the above schedule.

SECTION VI
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

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SECTION VII
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 affiliates¹ 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

¹ 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 _____, 2024.

Notary Public

- Notary Public Seal -

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SECTION VIII
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.	Males							Females				Total Minorities
		Total Males	Total Females	Black	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)

**SECTION IX
REFERENCES AND LIST OF ENTITIES
FOR WHICH SERVICES HAVE BEEN PERFORMED**

Contractors shall furnish at least three (3) entities, preferably municipalities, that have used the Contractor's for similar services within the last three (3) years.

REFERENCES:

1. Name of Entity _____

ADDRESS _____

CONTACT _____

**PHONE AND
EMAIL ADDRESS** _____

**WORK
PERFORMED** _____

2. Name of Entity _____

ADDRESS _____

CONTACT _____

**PHONE AND
EMAIL ADDRESS** _____

**WORK
PERFORMED**

3. Name of Entity

ADDRESS

CONTACT

**PHONE AND
EMAIL ADDRESS**

**WORK
PERFORMED**

LIST OF MUNICIPALITIES OR GOVERNMENT AGENCIES FOR WHICH THE CONTRACTOR HAS PROVIDED SERVICES DURING THE PAST FIVE (5) YEARS IF NOT NAMED ABOVE.

1. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED

2. Municipality

ADDRESS

CONTACT

PHONE AND
EMAIL ADDRESS

WORK
PERFORMED



SECTION X

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this ____ day of _____, 2024, 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 “Contractor”).

RECITALS

WHEREAS, the Village intends to have services performed by the Contractor pursuant to the Village’s Request for Proposals dated March 15, 2024 (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor has represented to the Village that it has the necessary expertise to provide the services set forth in the RFP; and

WHEREAS, the Contractor 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 CONTRACTOR AND TERM OF AGREEMENT.

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

2.2. The Contractor 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. Contractor shall be responsible for

any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of Contractor'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. The Contractor 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 Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor 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 Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by Contractor. Contractor 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 Contractor shall be an independent contractor to the Village. The Contractor 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 Contractor'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 Contractor because of this Agreement or the performance or nonperformance of services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services as set forth pursuant to the Contractor's Proposal in an amount not to exceed \$_____. The Contractor 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 Contractor. 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 the Contractor. If such changes cause an increase or decrease in the amount to be paid to the Contractor 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 Contractor shall be furnished without the written authorization of the Village.

3.3. The Contractor 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 the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractors Services; (4) delay in the progress or completion of the Services; (5) inability of Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor 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 the Contractor 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 the Contractor 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 Contractor 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 the Contractor 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 is effective 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, the Contractor 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 Contractor pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village and 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 Contractor'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 the Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees.

6. INSURANCE.

6.1. The Contractor shall at the Contractor'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 Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever 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 Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and 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 Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor'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, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor 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

(E) **Umbrella:**

- i. Limits:
 - Each Occurrence/Aggregate \$5,000,000.00

- (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 Contractor 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 the Contractor 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. The Contractor understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, 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. The Contractor 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 the Contractor 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 Contractor 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 Contractor.

8. FORCE MAJEURE.

8.1. Neither the Contractor 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 Contractor.

10. STANDARD OF CARE.

10.1. The Contractor 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. The Contractor 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 the Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies the Contractor thereof within one (1) year of completion of Contractor's Services.

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

10.4. The Contractor 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 Contractor 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 Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

10.6. The Contractor 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 Contractor's, or its subcontractors', 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 Contractor 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 the Contractor 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. Contractor shall have the right to retain copies of the Documents for its files. Contractor 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 Contractor’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. The Contractor 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 Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village’s expense. The Contractor and any subcontractors 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 the Contractor 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. The Contractor 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. The Contractor shall have the right to include among Contractor’s promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively “Work Products”). The Village shall provide professional credit to Contractor in the Village’s development, promotional and other materials which include Contractor’s Work Products.

11.4. The Contractor 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 the Contractor. The Contractor shall not apply any costs or charge

any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor 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 Contractor's actual or alleged violation of the FOIA, or the Contractor'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 Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor 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. The Contractor 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 Contractor's request to utilize a lawful exemption to the Village.

12. CONFIDENTIAL INFORMATION

12.1 The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 it 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 the Contractor from providing services to any other public or private entity or person. In the event that the Contractor 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 Contractor, and the Village may select another contractor 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 the Contractor 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 Contractor'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 the Contractor'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 the Contractor, 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 the Contractor 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 the Contractor, whether or not previously approved, or may recover from Contractor 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 Contractor's Event of Default.

15.2. In addition to the above, if the Contractor 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. The Contractor hereby represents and certifies that Contractor 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 Contractor 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 Contractor 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 the Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor 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 Contractor:

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 Contractor 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 Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

25.2. In the event of the Contractor'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 Contractor 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 Contractor 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

[NAME OF CONTRACTOR]

By: Kevin J. Jackson
Its: Village Manager

By:
Its:

Date: _____, 2024

Date: _____, 2024

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2024

Date: _____, 2024