

## REQUEST FOR PROPOSALS INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
Security Services for Municipal Support
Date Issued: October 10, 2025
Proposal Due Date: October 31, 2025, 4:00pm Central Time

The Village of Oak Park ("Village") seeks proposals for Security Services to provide professional unarmed security coverage at the Village's three municipal parking structures and the Village Hall facility. The purpose of this engagement is to ensure the safety and security of residents, visitors, and staff while maintaining well-managed public facilities. Services will include fixed-point monitoring, roving patrols, CCTV and intercom oversight, public assistance at pay stations and gates, and incident reporting.

This initiative reflects the Village's values of community health and safety, accountability, and transparency by focusing on reliable staffing, responsive supervision, and strong customer service. Contractors will be expected to demonstrate experience in municipal security operations, commitment to equitable hiring and training practices, and the ability to collaborate effectively with Village staff and local law enforcement. In addition, when scheduled meetings at Village Hall are cancelled, security resources may be reassigned to Village garages to ensure continued coverage and efficient use of staffing.

#### 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	October 10, 2025
All Questions Due	October 17, 2025, 4:00pm Central Time Email to: marlin.jackson@oak-park.us Attention: Marlin Jackson, Parking and Mobility Services Manager, Development Services Department
Posting of Answers	October 20, 2025, 4:00pm Central Time Website: https://www.oak-park.us/bid
Proposals Due	October 31, 2025, 4:00pm Central Time Email to: <a href="mailto:marlin.jackson@oak-park.us">marlin.jackson@oak-park.us</a>

	Attention: Marlin Jackson, Parking and Mobility Services Manager, Development Services Department
Anticipated Award Date	November 18, 2025, 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. <u>Proposals over 25MB</u> in email size may be rejected and will be required 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. Proposals should be limited to 100 pages. Missing information or proposals that are deemed by the Village to be incomplete will not be considered for award.

- V. PROPOSAL SUBMITTALS (STATEMENT OF WORK TO BE PERFORMED)
- 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, with a population of approximately 54,583 residents within 4.5 square miles. Immediately west of Chicago, Oak Park is a thriving, transit-oriented community known for its architectural heritage, historic districts, and diversity of culture, race, ethnicity, lifestyle, religion, and income.

The Village maintains and operates three structured parking facilities: Holley Court Parking Garage, Lake & Forest Parking Garage, and The Avenue Parking Garage. In addition, the Village owns and operates Village Hall, a three-level administrative building that frequently hosts evening and weekend meetings.

To protect its public assets, support parking operations, and ensure safety for residents, visitors, and employees, the Village seeks proposals from qualified contractors to provide professional, unarmed security and support staffing services for these facilities. The Village reserves the right to award this contract as a whole or in part and may divide services between two qualified vendors if determined to be in the best interest of the Village.

#### 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 at the term prescribed in the Agreement.

<u>B. Authorization:</u> 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.

<u>C. Termination for Non-appropriation of Funds:</u> 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 31<sup>st</sup> of the current fiscal year are subject to Village appropriation for this purpose.

<u>D. Subcontracting:</u> The contractor shall not assign or subcontract any portion of the services 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.

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

<u>F. Information Data:</u> 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 AND PROPOSAL EVALUATIONS

Proposals will be evaluated based on how well the contractor illustrates technical abilities, understands the context of the Oak Park community, and demonstrates a history of successfully engaging and informing diverse communities in innovative ways. Preference will be given to proposals from M/W/DBE contractors. Additionally, the proposals should illustrate the ability of the contractor to work with the Village to achieve the following:

- A. Demonstrate expertise in providing unarmed security services for parking structures and municipal buildings;
- B. Provide reliable staffing and supervision with strong recruitment, training, and retention policies;
- C. Illustrate technical competence in CCTV monitoring, patrol systems, and public safety support;
- D. Provide effective management and reporting systems, including daily, weekly, and monthly reports;
- E. Demonstrate the ability to engage with the public in a professional and courteous manner;
- F. Show commitment to the Village's values of equity, safety, accountability, and professionalism; and
- G. Comply with all equal Employment Opportunity requirements

#### Additional Optional Metrics for Evaluation of Submittals

Contractors responding to this RFP may demonstrate the following for additional credit and recognition:

- 1. Experience providing security services in municipal environments.
- 2. Experience in managing and deploying security technology.
- 3. Experience collaborating with local law enforcement and municipal staff.

#### V. PROPOSAL SUBMITTALS/STATEMENT OF WORK TO BE PERFORMED

The Village of Oak Park values safety, accessibility, accountability, and professionalism in all municipal operations. The Board of Trustees and Village staff are committed to ensuring that public facilities, including parking structures and Village Hall, remain safe and welcoming for residents, visitors, and employees.

The Security & Support Staffing Services contract must be designed to meet the operational needs of the Village's parking garages and Village Hall. The contractor shall provide a rationale for how staffing, supervision, training, and reporting will be carried out and the depth of detail warranted for each component given the complexities of the facilities.

The Village estimates that services will commence January 1, 2026, with initial onboarding, training, and transition activities completed within the first 30 days.

#### 1. Initial Review and Analysis

- a. Site Familiarization. The Contractor will attend the mandatory pre-proposal meeting and walkthrough of Holley Court Garage, Lake & Forest Garage, Avenue Garage, and Village Hall. Contractors shall use this opportunity to assess operational conditions, traffic flow, CCTV and intercom infrastructure, and areas requiring heightened security.
- b. **Stakeholder Meetings.** The Contractor will meet with the Parking and Mobility Services Manager, Parking Operations Supervisor, and Neighborhood Partnerships Administrator to review expectations, reporting protocols, and integration with local law enforcement.
- c. *Transition Plan.* The Contractor will prepare a transition plan that details staff onboarding, training schedules, uniform and equipment procurement, and initial deployment.
- d. *Communications Plan.* The Contractor will outline how staff will coordinate with Village personnel, including the use of push-to-talk technology, reporting methods, and emergency escalation procedures.

#### 2. Public Process

- a. *Public Interaction Standards.* The Contractor will establish guidelines for staff interactions with the public, including assistance at pay stations, customer inquiries, wayfinding support, and conflict de-escalation.
- b. *Community Reporting.* The Contractor will provide protocols for how security staff will document and communicate incidents involving members of the public, ensuring accountability and transparency.
- c. Village Coordination. The Contractor will attend periodic meetings with Village staff to review service delivery, address challenges, and discuss feedback from residents and stake holders

#### 3. Operational Implementation

- a. *Staff Deployment.* The Contractor will provide staffing in accordance with the minimum requirements set forth by the Village, including 24/7 monitoring at Holley Court, 16-hour weekday coverage at Avenue Garage, and evening coverage at Village Hall.
- b. *Training Programs*. The Contractor will implement pre-assignment and ongoing training covering patrol techniques, public relations, emergency response, first

aid/CPR, defensive tactics, and customer service skills. Specialized training in CCTV, intercom use, and parking operations support will also be required.

- c. *Supervisory Oversight.* The Contractor will provide roving supervisors at no additional cost to the Village, conducting random site visits and reporting findings on a monthly basis.
- d. Reporting. The contractor will ensure the timely preparation and delivery of daily inspection/incident reports, weekly schedule reports, monthly incident summaries, and roving supervision reports.

#### 4. Performance Evaluation

- a. Incident Response. The Contractor will demonstrate its ability to respond effectively to incidents ranging from equipment malfunctions and customer assistance to security-related emergencies.
- b. Service Metrics. The Contractor will identify how it measures service success, including performance indicators such as incident resolution time, patrol completion rates, customer service response, and compliance with training standards.
- c. Continuous Improvement. The Contractor will describe methods for gathering staff feedback, implementing corrective actions, and adopting best practices over the course of the contract.

#### I. SUPPORT TEAM

The selected contractor for the public parking garages will be expected to work closely with the Development Services Department - Parking and Mobility Services Division. The selected contractor for the Village Hall will be expected to work closely with the Neighborhood Services Department - Neighborhood Partnerships Division. Coordination and collaboration will be critical to ensure services are delivered to the highest standard.

#### II. REPORTS REQUIRED

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

- A. Daily Inspection/incident Reports (submitted the following morning);
- B. Weekly Employee Schedule Reports;
- C. Monthly Incident Summaries;
- D. Monthly Roving Supervisor Reports; and

E. Post Orders Manual detailing patrol responsibilities, site-specific procedures, and equipment protocols.

#### III. SCHEDULE

During the engagement, the Contractor may be required to meet with Village staff and other stakeholders to review progress, address performance matters, and discuss any adjustments to staffing or procedures.

All staffing, onboarding, and reporting obligations are expected to follow the schedule outlined below:

**Step 1: Contract Award and Mobilization** – Within 30 days of Village Board approval. Contractor shall complete all background checks, drug screenings, and required paperwork.

**Step 2: Onboarding and Training** – Within two (2) weeks of contract award. All assigned personnel must receive site-specific orientation, review of the Post Orders Manual, and instruction in customer service, de-escalation, and emergency response procedures.

**Step 3: Initial Deployment** – Within four (4) weeks of contract award. Full staffing in place at all three municipal parking structures, with patrols and reporting protocol operational.

**Step 4: Performance Monitoring** – Ongoing beginning at deployment. Monthly reports submitted to the Village, with quarterly review meetings held to assess staffing, performance, and community impact.

**Step 5: Add Alternate (Village Hall Coverage)** – If exercised, Contractor shall provide full coverage within 30 days of written notice from the Village.

**Step 6: Annual Evaluation and Contract Renewal Consideration** – Formal review conducted by Village staff each year of the agreement to determine contract continuation or renewal.

#### VI: SUBMITTAL SUMMARY

RFP responses should be provided in one electronic copy no more than 100 pages and shall include the following items, along with other material to demonstrate the Contractor Team's expertise and capability:

- 1. A brief written description of the Contractor Team's approach to providing security and support staffing services at municipal facilities with the expertise of the team assembled by the Contractor to carry out the work.
- 2. The expertise of the team assembled by the Contractor, including supervisory staff and site managers, to carry out the work.
- 3. A list of comparable municipal or commercial security contracts undertaken by the Contractor and/or team members.

- 4. A copy of at least one sample Post Orders Manual or equivalent operations guide previously created and successfully implemented by the Contractor.
- 5. Contractor Fee Analysis of the project broke down into phases and/or tasks, including hourly billing rates and anticipated reimbursables.
- 6. A timeline associated with phases and/or tasks consistent with the schedule provided in this RFP

#### **Recommended Format for Submittals**

- 1. **Description of Approach:** Not more than five pages describing the Contractor's typical approach to projects similar to this one, including the methods used to ensure staff accountability, community interaction, and adherence to site-specific procedures.
- 2. **Team Expertise:** Brief description of general qualifications of the firm, the supervisory structure, and specific evidence of relevant experience in municipal parking facility security, CCTV and intercom monitoring, incident reporting, and customer service. Include a listing of key personnel that would be assigned to this project.
- 3. **Comparable Products:** Summary of similar contracts in progress or completed, with the following information for each plan:
  - a. Reference name, with current contact information
  - b. Current status of ordinance (active, completed, renewed).
  - c. Client type (municipal, commercial, or mixed-use).
  - d. Scope of services provided (e.g., roving patrols, monitoring, incident response, public assistance).
- 4. **Sample Document**: Please include one or more sample documents, such as a Post Orders Manual, incident reporting template, or patrol verification system report, selected from comparable projects. If such documents have been modified by the client, please provide the original contractor-prepared version along with a brief explanation of any differences.
- 5. **Fee Structure:** A detailed fee analysis of each potential phase and/or task shall be identified in a separate page or pages apart from any descriptive narrative. The total fee shall include all anticipated reimbursables.
- 6. **Timeline:** A general timeline of the steps intended for implementation, incorporating staff onboarding, training, deployment, and periodic reporting obligations.

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. The Village of Oak Park may request personal interviews with the highest-ranked Contractors or may request one or more prospective Contractors to submit more detailed proposals, which may include the following:

- 1. Detailed description of the staffing and supervision methodology proposed.
- 2. Work program detailing:
  - a. Patrol and monitoring tasks to be performed.
  - b. Timeline for onboarding, training, and full deployment.
  - c. Tentative allocation of staff hours by task and shift.
  - d. Schedule of reporting requirements and deliverables.
- 3. Methods the Contractor proposes to use to manage staffing levels, ensure accountability, and communicate with the Village of Oak Park on staffing, incidents, and performance.
- 4. Identification of key personnel to be assigned to the project and their roles, with resumes of all key supervisory and management staff.
- 5. Hourly rates (inclusive of overhead and profit) for all personnel categories, including security officers, site supervisors, and project managers.
- 6. Data or resources expected to be provided by the Village of Oak Park (e.g., access to facilities, communications coordination, reporting templates).

#### **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 organized and existing in good standing under the laws of names of its Officers are:	the State of The full
President	
Secretary	
Treasurer	
Registered Agent Name and Address:	
The corporation has a corporate seal. (In the event that the other than the President, attach hereto a certified copy or other authorization by the Corporation that permits the corporation.)	of that section of Corporate By-Laws
B. Sole Proprietor:	
The Contractor is a Sole Proprietor. If the Contractor doe Name, the	s business under an Assumed
Assumed Name is	
C. Partnership: The Contractor is a Partnership which operates under the	e name
The following are the names, addresses and signatures o	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. Allillates.	The name and address of any anniated entity of the business, inc	iuuing a
description of	f the affiliation:	
Signat	ture of Owner	

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# SECTION VII COMPLIANCE AFFIDAVIT

state.

\_\_\_\_, (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." $ \frac{1}{2} \int_{\mathbb{R}^{n}} \left( \frac{1}{2} \int_{\mathbb{R}^{$
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, $702$

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

Signature:		
Name and address of Business:		
Telephone	E-Mail	
Subscribed to and sworn before me this	day of	, 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.	Contra	actor Name:
2.	Check	chere 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
	[Subn	nit 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.	to the	ar information will be <u>requested of all sub-contractors performing work pursuants applicable agreement</u> . Forms will be furnished to the lowest responsible actor with the notice of agreement award, and these forms must be completed ubmitted to the Village before the execution of the agreement by the Village.
Signat	ure:	
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.

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

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

(Signature)

To	tal Em	ployees	S								
						Male	es			Fema	ales
Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native
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.											
						of				a	nd that
the above EEO (Title or Officer)											
Report is true and accurate and is submitted with the intent that it be relied upon.											

(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			
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		
	TIES OR GOVERNMENT AGENCIES FOR WHICH THE CONTRACT DURING THE PAST FIVE (5) YEARS IF NOT NAMED ABOVE.	OR HAS
1. Municipality		
ADDRESS		
CONTACT		

PHONE AND EMAIL ADDRESS	· <del></del>	 	
WORK PERFORMED			
2. Municipality			
ADDRESS			
CONTACT		 	
PHONE AND			
EMAIL ADDRESS		 	
WORK PERFORMED			



#### **SECTION X**

#### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONA	AL SERVICES	AGREEMENT	(hereinafter	referred	to	as	the
"Agreement") is entered into	o this o	lay of	, 2025,	between t	he V	/illag	e of
Oak Park, an Illinois home ru	ule municipal	corporation (he	einafter refer	red to as t	he "\	/illag	ge"),
and	, a				(hei	reina	after
referred to as the "Contract	or").						

#### RECITALS

WHEREAS, the Village intends to have services performed by the Contractor pursuant to the Village's Request for Proposals dated October 10, 2025 (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. <u>Village Authorized Representative</u>. 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. <u>COMPENSATION FOR SERVICES</u>.

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.

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#### 4. TERM AND TERMINATION.

- 4.1. This Agreement shall be for a one (1) year term beginning 12:01 a.m. on \_\_\_\_\_\_, 2026 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:

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:	If to the Contractor:	
Village Manager		
Village of Oak Park		
123 Madison Street		
Oak Park, Illinois 60302		
Email: villagemanager@oak-park.us	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. <u>EQUAL OPPORTUNITY EMPLOYER</u>.

- 25.1. The Contractor is an equal opportunity employer and the requirements of 44 III. 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 CONTRAC	CTOR]
By: Its:	Kevin J. Jackson Village Manager		By: Its:	
Date:		_, 2025	Date:	, 2025
ATTE	ST		ATTEST	
By: Its:	Christina M. Waters Village Clerk		By: Its:	
Date	·	_, 2025	Date:	, 2025





P: 708.383.6400 F: 708.383.9584 www.oak-park.us village@oak-park.us

## Addendum

Addendum Number:	1
Addendum Date:	10/23/2025
Project Name:	Security Services for Municipal Support
Project Number:	
Prepared By:	Marlin Jackson
To:	All bidders of record

This addendum amends the original RFP. Where any part of the RFP is amended, the unaltered provisions are to remain in effect.

Proposers must acknowledge receipt of any and all addenda as required by the General Requirements of the RFP and in Section 4 of this document. The acknowledgement page should be signed and included in the proposal document.

All requirements of the Contract Documents remain unchanged.

#### Part 1 – Amendments to the RFP

#### Vehicle Requirement - Mandatory

The Village of Oak Park requires that the selected security contractor provide and maintain one (1) full-size pickup truck dedicated for use under this contract. The vehicle will be used for roving patrols, equipment transport, and emergency response between the Village's parking facilities and Village Hall.

The vehicle must meet the following minimum requirements:

- 1. The vehicle shall be a full-size pickup truck in good working condition and maintained in a clean and professional manner.
- 2. The vehicle shall be properly licensed, insured, and registered to the contractor.
- 3. The vehicle shall be equipped with appropriate safety lighting for visibility during patrols (amber or white lighting only).
- 4. The vehicle shall display the contractor's company identification or logo on both sides.
- 5. The vehicle shall be available for inspection by the Village at any time upon request.
- 6. All costs associated with the provision, insurance, maintenance, and operation of this vehicle shall be included in the contractor's proposed fee schedule.

Failure to include the required vehicle and associated cost in the proposal may result in disqualification.

#### **Extension of Proposal Deadline**

To allow sufficient time for proposers to incorporate this requirement, the proposal due date is extended to:

Monday, November 3, 2025, at 4:00 p.m. Central Time.

#### Part 2 – Attachments

1. None

#### Part 3 – Questions & Answers

1. None

## Part 4 – Acknowledgement

I acknowledge the receipt of this addendum for the referenced project by signing the acknowledgement and returning it with the proposal. This acknowledgement must be signed and included with proposal.

Addendum Number:	
Date:	
Name:	
Signature:	
Company:	

End of Addendum



The Village of Oak Park Village Hall 123 Madison Street Oak Park, Illinois 60302-4272

P: 708.383.6400 F: 708.383.9584 www.oak-park.us village@oak-park.us

## Addendum

Addendum Number:	2
Addendum Date:	10/23/2025
Project Name:	Security Services for Municipal Support
Project Number:	
Prepared By:	Marlin Jackson
To:	All bidders of record

This addendum amends the original RFP. Where any part of the RFP is amended, the unaltered provisions are to remain in effect.

Proposers must acknowledge receipt of any and all addenda as required by the General Requirements of the RFP and in Section 4 of this document. The acknowledgement page should be signed and included in the proposal document.

All requirements of the Contract Documents remain unchanged.

#### Part 1 – Amendments to the RFP

1. None

#### Part 2 – Attachments

2. None

#### Part 3 – Questions & Answers

- 1. The Background Information mentions Holley Court, Lake & Forest, and The Avenue Garages, but Section V lists Holley Court, Avenue, and Village Hall. What are the expected hours and services at Lake and Forest Garage?
- **A:** Lake and Forest is a patrol-only location that does not require a dedicated on-site post but should receive periodic touch points by roving patrol staff.
- 2. Regarding Section V, Part 3(d), do you require or encourage reports to be submitted via paper, email, or a specific format?
- **A:** Paper and email reports will suffice, but electronic submission is preferred.
- 3. Is there a fee structure template or spreadsheet as part of the bid?
- A: There is no fee structure template as part of the bid.
- 4. Does the Village provide on-site resources such as a room for shift changes?
- A: Yes.
- 5. For roving patrols, are contractor vehicles required, or are these foot patrols?
- **A:** The contractor is expected to use contractor company vehicles.
- 6. Given the size of the garages, is there a historical number of positions that prior contractors have used as reference?
- **A:** Currently, Holley Court operates 24/7 with one guard and one supervisor per shift. The Avenue Garage has 16-hour daily coverage (no overnight). Lake & Forest Garage receives periodic patrols only and no assigned post. Shifts are: Day 6 a.m.–2 p.m., Afternoon 2 p.m.–10 p.m., and Overnight 10 p.m.–6 a.m. The Village is open to ideas that improve visibility and coverage.

- 7. For staffing considerations, is the CCTV system unified for all garages, or local to each site?
- A: CCTV is local to each site.
- 8. The insurance language mentions vehicle coverage. Is a vehicle provided for this work?
- A: The Village does not provide a vehicle. The contractor must provide and insure their own vehicle.
- 9. Are there any specific equipment requirements for this scope of work?
- A: No additional equipment is required other than ensuring the Village can contact on-duty officers as needed.
- 10. Can the Village provide clarification on the Pre-Proposal Meeting mentioned in Section V, Subsection 1(a)?
- **A:** The meeting information was provided in a separate communication thread.
- 11. Can the Village provide a schedule for expected service hours?
- A: Current operations are as follows: Holley Court 24/7 with one guard and one supervisor per shift; The Avenue Garage 16-hour daily coverage (no overnight); Lake & Forest Garage periodic patrols only. Shifts: Day 6 a.m.–2 p.m., Afternoon 2 p.m.–10 p.m., Overnight 10 p.m.–6 a.m.
- 12. Is there a required number of training hours for pre-assignment or ongoing training?
- **A:** The Village does not specify a number of hours. Contractors are expected to provide pre-assignment and annual refresher training consistent with municipal security best practices.
- 13. Would the Village consider a billable supervisor role?
- **A:** The Village is open to all suggestions.
- 14. Who is the current incumbent?
- A: Securitas Security Services USA, Inc.
- 15. When was the current contract awarded, and can a copy be provided?
- **A:** The agreement was approved in 2022 and extended through December 31, 2025. A copy may be obtained through a FOIA request at foia@oak-park.us.
- 16. How many hours did security officers spend in court in the past 12 months?
- A: Minimal to none.
- 17. Was the Village satisfied with the incumbent's work? What did they do well?
- A: The incumbent provided consistent coverage and communication consistent with expectations.
- 18. Is more than one company currently fulfilling the contract?
- A: No.
- 19. Are there areas the incumbent could improve?
- A: The Village continually evaluates opportunities to improve coverage and communication.
- 20. Are there regular meetings with the local police department?
- **A:** This will not be required from the security team.
- 21. How many different locations are serviced under this RFP?
- A: Four: Holley Court Garage, Lake & Forest Garage, The Avenue Garage, and Village Hall.
- 22. Is parking provided for security staff?
- A: Yes, designated parking will be provided at each facility.
- 23. What are the main security risks or issues faced at these properties?
- **A:** Common concerns include property damage, loitering, stolen vehicles, and equipment malfunctions. Violent incidents are rare.
- 24. Are office areas available for supervisors and officers?
- **A:** A shared administrative area is available at Holley Court and The Avenue. Village Hall access will be coordinated as needed.
- 25. Is Wi-Fi available for security staff?
- A: Limited Wi-Fi access is available and coordinated through the Village's IT Department.
- 26. Are there specific systems or software used in daily operations?
- A: Reporting is completed through standard digital formats, and video systems are viewed through Genetec.
- 27. What is the current contractual bill rate?
- **A:** This information may be requested through FOIA.

- 28. Is a bid bond required?
- A: No bid bond is required.
- 29. Are the estimated hours in this RFP higher or lower than the current contract?
- A: Comparable to current coverage levels.
- 30 Are current security officers unionized?
- A: Yes.
- 31. What benefits are provided to officers?
- **A:** Benefits are determined by the contractor.
- 32. Are vehicles required for this contract? Will the Village provide them?
- A: Yes, vehicles are required for patrol operations. The Village will not provide vehicles.
- 33. How many vehicles are currently used under the contract?
- **A:** The number of vehicles is determined by the contractor.
- 34. Who covers the cost of training officers?
- A: The contractor.
- 35. Are training, uniform, or testing expenses negotiable?
- A: All related expenses should be included in the proposed hourly rate.
- 36. Would the Village consider prompt payment discounts?
- **A:** The Village complies with the Illinois Prompt Payment Act.
- 37. When will the contract be awarded?
- A: The anticipated award date is November 18, 2025, or thereafter.
- 38. How will vendors be notified of the award?
- A: The awarded vendor will be notified by email, and results will be posted on the Village website.

## Part 4 – Acknowledgement

I acknowledge the receipt of this addendum for the referenced project by signing the acknowledgement and returning it with the proposal. This acknowledgement must be signed and included with proposal.

Addendum Number:	
Date:	
Name:	
Signature:	
Company:	

End of Addendum