



REQUEST FOR QUALIFICATION
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
REQUEST FOR QUALIFICATIONS
Energy Efficiency and Electrification One Stop Shop Program Design and Implementation
Date Issued: May 5, 2025
Proposal Due Date: June 2, 2025, 4:00 P.M. Central Time

The Village of Oak Park, Illinois (the Village) is issuing a Request for Qualifications (RFQ) to solicit qualifications from interested professional services firms to provide an Energy Efficiency and Electrification One Stop Shop program design, management, outreach, and implementation for residential energy efficiency and electrification technical assistance. The Village is seeking a firm to provide services through two contracts: the first contract for the program design and the second contract for the program management, outreach, and implementation. Negotiation and authorization to proceed for the second contract will begin after the completion of the first contract.

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	May 5, 2025
All Questions Due	May 14, 2025, 4:00 PM Central Time Email to: Sustainability@oak-park.us Attention: Lindsey Roland Nieratka, Chief Sustainability Officer
Posting of Answers	May 19, 2025, 4:00 PM Central Time Website: https://www.oak-park.us/bid
Proposals Due	June 2, 2025, 4:00 PM Central Time Email to: Sustainability@oak-park.us Attention: Lindsey Roland Nieratka, Chief Sustainability Officer
Anticipated Award Date	July 9, 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. 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. PROJECT INFORMATION

The **Village of Oak Park** is seeking qualifications from building consulting firms to design an energy efficiency and electrification One Stop Shop program to advance building decarbonization in residential housing in the Village.

On August 1, 2022, the Village of Oak Park’s Board of Trustees declared a climate emergency, adopted the Climate Ready Oak Park (CROP) plan. The CROP plan established six main commitments, four of which are relevant to this project.

- Decrease community-wide greenhouse gas emissions by 60% by 2030.
- Achieve community-wide net zero greenhouse gas emissions by 2050.
- Direct 40% of public climate and sustainability dollars to the most vulnerable.
- Partner with the most impacted to create climate and sustainability policies and programs.

Emissions from residential energy use represent 38.8% of Village-wide emissions and have seen the least improvement of any sector. Currently, the Village offers energy efficiency grants for specified improvements to increase efficiency and electrification. Currently those grants are available only to single family homeowners, which represent less than half (43.9%) of the total residential units in the Village. A community volunteer organization, the Oak Park Climate Action Network (OP-CAN) created a Climate Coaches program in 2024 to provide peer-to-peer guidance on electrification and energy efficiency. The Climate Coaches program has identified energy assessments and guidance on prioritizing improvements as a need of their participants. The capacity of the Climate Coaches is limited by the nature of it being a volunteer-led organization.

The CROP plan includes the goal to establish programs to support building decarbonization. Within this goal are the following proposed actions.

- Implement and outreach and education program to raise awareness and connect residents, businesses, institutions, and property owners with technical and financial services for energy and climate resiliency upgrades, including Federal, State, and Utility programs. (BD03)
- Establish a bulk-purchasing discount program for electric building mechanicals and appliances. (BD05)
- Implement an enhanced “one stop shop” program to provide coordinated energy, resiliency, and health housing retrofits for highly vulnerable community members. Include terms to maintain permanent affordability. (BD06)

The program being designed will create a process by which residents or single family and small to midsized multifamily homes (2-20 units), including both owners and renters, will have access to the technical support and resources needed to make energy efficiency and electrification upgrades to their homes in a way which is affordable, accessible, and increases the long-term affordability of their homes.

Objectives

The objective of this project is the acceleration of building decarbonization and the reduction of greenhouse gases from the residential building sector. While the program will be available to all single family and small to medium multifamily properties, the program will be a success when at least 40% of the benefits go to vulnerable community member and resulting savings on utility bills lead to long term housing affordability for the rent and homeowner cost burdened population.

Budget

The Village has budgeted \$300,000 for the initial design and implementation of the One Stop Shop through 2026 with possible additional allocation for implementation during fiscal year 2026. Future annual budgets will be set dependent on the design and initial results.

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. STATEMENT OF WORK TO BE PERFORMED

A. Contract 1: Program Design

The Village is Seeking a Firm to conduct stakeholder engagement and design a One Stop Shop which will facilitate the decarbonization of residential buildings while improving and maintaining the affordability of housing for vulnerable residents.

The benefits of the One Stop Shop will be prioritized so as to ensure that 40% of the benefits go to vulnerable community members. There will be no income eligibility requirements for the remaining 60% of the benefits. One Stop Shop participants will include the following:

1. Single family homeowners.
2. Owners of small to mid-sized multifamily properties.
3. Tenants/renters of single-family homes.
4. Tenants/renters in small to mid-sized multifamily properties.

The scope of services for this project may include but is not limited to:

- Conduct stakeholder engagement to determine the most pressing needs of residents when it comes to improving the efficiency of or electrifying their homes.
- Utilize specific strategies to develop an equitable program and to identify and engage the most vulnerable community members, including those with the highest rent and homeowner cost burden as identified in the [Existing Conditions & Vulnerability Assessment](#), in design with a focus on removing barriers to participation.
- Identify compatible and stackable financing and incentives including, but not limited to, ComEd's Whole Home Electric program, Illinois Solar for All, Illinois Home Weatherization Assistance Program, and the Village's rehabilitation and energy efficiency loan and grant programs as well as a strategy to connect income eligible households with appropriate programs.
- Design a One Stop Shop program based on stakeholder outreach which may include but is not exclusive to the following elements.
 - Conduct building assessments for single family and small to mid-sized multifamily (2-20 units) which will include, at a minimum, a measurement of insulation (IR), building airtightness (blower door), an evaluation of existing appliances, and identification of the biggest contributor to heat loss in the home.
 - Design Home Energy Roadmaps which will be personalized multi-year plans based on the building assessments which prioritize projects based on complexity, price, and energy savings and provide basics on project scopes and projected price ranges.
 - Provide expert assistance on available incentive and financing options.
 - Coordinate a help desk to answer resident and building owner questions related to energy and electrification projects, bid and contractor evaluation, building permits, and other relevant and related topics.
- Develop education workshops and materials related to the benefits of energy efficiency and electrification, including guides related to the common building types and technologies found in Oak Park.
- Develop contractor training resources to build a workforce capable of completing the energy efficiency and electrification projects.

- Propose group or bulk-buy programs to reduce the cost of specific electric technologies.
- Build in metric tracking and periodic evaluations of success metrics. To be successful the program must reduce greenhouse gas emissions, improve affordability of the homes participating, provide at minimum 40% of program benefits to vulnerable populations, and increase electrification and energy efficiency activity beyond what is seen with existing incentives.
- Design adaptability in the case that success metrics are not being met.
- Coordinate with Village Staff, Utilities, State program representative, and Village or regional sustainability organizations to incorporate community and regional sustainability goals and programs.
- Result in a Program Plan which will include but not be limited to the following:
 - Operational timeline. Including key dates, deliverables, and a launch date.
 - Operations plan. A detailed plan outlining the approach to the tasks including process steps, key dates, deliverables, outreach and engagement, and information on any sub-contractors or third parties needed. This will include a flow chart indicating potential participant pathways.
 - Participant eligibility and verification process. A process to determine the eligibility of participants for the One Stop Shop and for various Village and other incentive programs.
 - Draft material design. Draft mock-ups of key materials including assessment reports and roadmaps.
 - Metrics tracking plan. A strategy for tracking program performance. Key performance indicators and success metrics will be developed with input from staff.
 - Data privacy and security plan. A plan of how Administrator will ensure privacy of homeowner data and share only aggregated program information with the public.

B. Contract 2: Program Management, Outreach, and Implementation

The Village is seeking a firm to provide all services to manage and implement the One Stop Shop through 2026 with the possibility of extending the contract annually for up to two years. The contract will be negotiated based on the program design developed through the first contract.

The scope of services shall include but not be limited to:

- **Project Management:** Provide project management in alignment with the accepted program design and the workplan developed with the Village. Regularly update the Village to determine project success, challenges, and potential adaptation needs.
- **Program Outreach and Community Education:** Work with the Village and community partners on outreach activities as planned in the program outreach strategy. Engage residents through a variety of channels to create awareness about the program and promote the benefits of energy efficiency. Provide outreach materials for the Village communications channels and in-person outreach at Village events. Equitable communication will be measured by the ability to allocate 40% of the program benefits to vulnerable populations.
- **Program Management, Participant Selection, and Enrollment:** Manage help desk requests and response time, manage the participant experience, ensure that 40% of the program benefits are prioritized for vulnerable participants. Track engagement and participation.
- **Program implementation:** Conduct building assessments, provide Home Energy Roadmaps, staff the help desk, and manage the bulk purchasing program.
- **Program Evaluation:** Develop key performance indicators and success metrics that will be used to evaluate the program's success at accelerating building electrification, reducing greenhouse gas emissions, allocating at least 40% of program benefits to the most vulnerable, and maintaining housing affordability. Provide regular progress reports, maps of homes participating, and recommendations of program changes to better reach the objectives.
- **Program Reporting:** Provide regular updates to staff, the community, and the Village Board on the status of the program and participation.

Program Schedule:

Within sixty (60) days from the award of Contract 1, the Consultant will complete the program design for staff review and stakeholder input as needed. Within ninety (90) days of award of Contract 1, Staff and the Consultant will complete negotiation of Contract 2.

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 RFQ. Respondents who submit proposals do so at their own expense.

Selection Criteria:

All submittals will be evaluated based up on the following criteria and respective weights:

1. Community Engagement and Equity Strategy (20%)
2. Project Vision and Design Approach (20%)
3. Technical approach (15%)
4. Firm experience (15%)
5. Staff Capabilities (15%)
6. Past Performance (10%)
7. In-State or Local Presence (5%)

Submittal Organization and Format:

Proposals will address the following general topics and also emphasize the Consultant's qualifications to perform the services. Proposals will be evaluated on the basis of the information presented by the Consultant and the evaluation criteria set forth in this RFQ. This selection is a qualifications-based process and no firm shall submit estimates of cost with its proposal.

Consultants will follow the proposal format outlined in this section. Failure to adhere to the prescribed format may result in rejection of the Consultant's proposal. All proposal elements shall be included and shall include at a minimum the following:

A. Transmittal or cover letter

A transmittal letter or cover letter must be prepared on the Consultant's letterhead, must accompany the proposal, and must be signed by a duly authorized representative of the Consultant. The transmittal or cover letter must include an affirmative statement that binds the firm to the terms, conditions; specifications contained in the RFQ. The transmittal or cover letter is not included in the overall page count for the proposal and therefore should not exceed one page. At minimum, the letter must include all of the following information:

1. Consultant's full legal name
2. Type of entity and state of organization or incorporation
3. Consultant's principal address
4. Consultant's mailing address (if different)
5. Name and title of contact for the purposes of this RFQ
6. Telephone number and email address of principal contact

B. Background

This section will include a brief history of the firm and its organization, including name and contact information of the principal or officer who will serve as the primary point of contact for the Consultant and who will have authority to negotiate on behalf of the Consultant. This section will also include a general description of the Consultant's experience in providing the services described in this RFQ, including any special qualifications, experience, awards, etc. At the election of the Consultant, the Background may be included in the Consultant's transmittal or cover letter.

C. Project Approach

The purpose of this section is to present the Consultant's understanding of the project requirements. This section shall include a preliminary proposed management plan based on the scope of services outlined in this RFQ, including coordination of multiple concurrent tasks and how they will be accomplished to meet schedule and budget constraints. Include in this section a discussion of any joint ventures and subcontractors to be used. Any specific challenges or critical project elements shall also be identified in this section. A discussion of the Consultant's approach to quality control/quality assurance will be included in this section. The responsibilities of each joint venture contractor or subcontractor will also be discussed. The Consultant should address how Village staff will be integrated into the services to be provided under this RFQ.

D. Project Personnel

This section will contain the names, background, and experience on similar types of projects of the key personnel proposed for these services. An organizational chart showing duties, responsibilities, and the lines of communication will be included in this section. Resumes that demonstrate experience on similar projects and specify the individual's duties on those projects will be included as an appendix to the proposal. Include in this section guarantees that, for so long as its members continue to be employed by the Consultant, the project team will remain as proposed and will be assigned to this project for its duration. Following award of a contract hereunder (if any), any substitution or other change in project team personnel must be approved in advance by the Village.

E. Experience and Qualifications

This section should discuss the experience and qualifications of the Consultant and the project team in the performance of projects of similar size and nature as that described herein. For joint ventures, the experience of all firms as it relates to this project must be discussed. In order for a Consultant to be deemed qualified to perform the services described in this RFQ, the experience listed in this section of the proposal must be in accordance with or contain the following:

1. Have been completed within the last five (5) years from the issuance date of the RFQ
2. Be of a scope similar to that outlined in this RFQ
3. Brief description of the project
4. Scope of services provided by the Consultant
5. Cost of services (if completed)
6. Identify the project manager and other key team members
7. Provide contact information for references

F. Financial Responsibility

The Consultant will provide evidence of financial responsibility unless such information is otherwise included in the Background section, the Consultant will additionally provide a statement indicating the length of time the firm has been in business, the number and location(s) of its office(s), the current number of full-time employees.

G. Format

The proposal in its entirety shall be on 8.5"x11" sheets in PDF, tabbed by section and be a maximum of 40 single-sided pages using minimum size 12 font, inclusive of all required

information. If a submitting firm is confident that their qualifications for the work can be exhibited in fewer pages than the maximum they are encouraged to do so.

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

[THIS SPACE LEFT INTENTIONALLY BLANK]

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 _____, 2025.

Notary Public

- Notary Public Seal -

[THIS SPACE LEFT INTENTIONALLY BLANK]

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 _____

					Males				Females				
Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Total Minorities
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 _____, 2025, 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 May 9, 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. 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 19 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 \$300,000. 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 _____, 2025 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, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The 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
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(E) **Umbrella:**

- i. Limits:

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

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.~~ 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/EMAIL 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: _____, 2025

Date: _____, 2025

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2025

Date: _____, 2025