



REQUEST FOR PROPOSALS (RFP)

**Professional Consultant Services for an
Independent Assessment of Policing, Training,
Accountability and Community Engagement
of the Oak Park Police Department**

Issued _____, 2020

Due _____, 2020 by 3 p.m.

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

Responses shall be returned on or before _____, 2020 at 3:00 PM to:

Village of Oak Park
Village Manager's Office
Attn: RFP for Professional Consultant Services
for an Overall Assessment of Policing, Training and Accountability of the Oak Park Police
Department
Village Hall
123 Madison
Oak Park, IL 60302

No late proposals will be accepted. Proposals received after the deadline will be rejected.

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of the contract executed between the Village of Oak Park and any successful firm.

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Section I. General Requirements

A. Introduction and Mandatory Terms

The Village requests the services of a qualified Consultant for the purpose of providing an overall assessment of policing, training and accountability for the Oak Park Police Department located on the lower level of Village Hall at 123 Madison Street in Oak Park. Please fill out the appropriate form(s) for all sections being submitted for consideration.

The Village will receive responses Monday through Friday, 10:00 a.m. to 4:00 p.m. at the Office of the Village Manager until 3 p.m. on _____, 2020, Village of Oak Park, 123 Madison Street, Oak Park, Illinois, 60302. Each Consultant shall provide one original and eight copies of their proposal and one electronic version of the proposal on a USB drive. Do not submit on a cd or DVD. The response shall be submitted in a sealed envelope titled "*Proposal for Independent Assessment of Policing, Training, Accountability and Community Engagement of the Oak Park Police Department*".

It is the responsibility of a consultant to notify the Village of its intent of submitting a proposal so that they are on the prospective bidder list in case of addenda being issued. Email addresses for primary team members must be provided within the proposal.

All additional questions must be submitted via email to cpavlicek@oak-park.us no later than noon on _____, 2020. Responses will be provided to the known list of RFP recipients.

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

Other inquiries regarding this RFP shall be directed to: Cara Pavlicek, Village Manager, at cpavlicek@oak-park.us.

B. Presentation of Request for Qualifications

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

C. Consultant Notification

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

D. Award of Agreement

A Professional Services Agreement in substantially the form attached will be executed upon the selection of the most qualified Consultant and is determined by the evaluation committee. The Village Board approves of the award in substantially the form attached.

The Professional Services Agreement with the selected Consultant must be reviewed and approved by the Village Attorney and will be approved and authorized by the Village of Oak Park Board of Trustees and executed by the Village Manager. Consultants are 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.

E. Taxes Not Applicable

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

F. Interpretation of the Request for Proposal Document

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

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be provided to the known list of RFP recipients. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the Consultants' responsibility to obtain all addenda issued.

G. Competency of Consultant

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

H. Subletting of Contract

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

No contract awarded by the Village of Oak Park shall be assigned or any part subcontracted without the written consent of the Village of Oak Park. In no case shall such consent relieve the bidder selected from their obligations or change the terms of the contract.

I. Compliance with Applicable Laws

The Consultant will strictly comply with all ordinances and codes of the Village of Oak Park and applicable federal and state law.

J. Payments

The Village shall pay the Consultant on a monthly basis based on the services provided during the month. Payment to the Consultant shall be made within 30 days of the receipt of an invoice for services as outlined in the proposal. A detailed summary of costs will be submitted to the Village for review and approval. Invoices shall be mailed to the Village Manager located at the Village of Oak Park, 123 Madison, Oak Park, Illinois 60302. All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

K. Termination of Contract

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

The Village further reserves the right to terminate the whole or any part of the agreement, upon written notice to the Consultant, in the event of default by the consultant. Default is defined as failure of the Consultant to perform any of the agreement or failure to make sufficient progress so as to endanger performance of the agreement in accordance with its terms. In the event of default and termination, the Village will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The Consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the agreement was due to causes beyond the control and without the fault of negligence of the Consultant.

L. Consultant Personnel Assigned to the Village of Oak Park Account(s)

The Village reserves the right to accept or reject any staff designated by the Consultant to manage the Policing Assessment. If no suitable replacement staff is provided, the Village reserves the right to terminate the agreement.

M. Confidentiality

The selected consultant shall keep the Village's employee and all related data confidential.

N. Insurance Requirements

The selected Consultant must purchase and maintain for the length of the agreement

insurance coverage as set forth in the Professional Services Agreement attached hereto.

O. Tentative Schedule

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred Consultant(s), for a Policing Assessment of the Oak Park Police Department:

VOP issues Overall Assessment of Policing, Training and Accountability of the Oak Park Police Department RFP _____, 2020

Discussion with key Police and Village Personnel..... _____, 2020

Discussion regarding Community Concerns..... _____, 2020

Tour Police Facility by..... _____, 2020

Questions due at noon by _____, 2020

Proposals due to Village Manager by 3 p.m. _____,2020

Proposals reviewed on or before _____,2020

Interview with preferred Consultant(s) _____,2020

Negotiation with preferred Consultant(s) through _____,2020

Agreement Approval _____,2020

Service start date _____,2020

Draft Policing Assessment Report for Internal Review _____,2020

Final Policing Assessment Report Issued _____,2020

Upon completion of the selection process, the Village Manager will commence negotiations with the selected firm to establish a final scope of services and an appropriate fee to be paid to the firm for such services. Negotiations will be suspended from any firm being considered and may commence with any other firm if an agreement cannot be reached.

The Village Attorney shall prepare the Professional Services Agreement between the Village of Oak Park and the selected consultant which shall be in substantially the form attached. The Village Manager will forward a final recommendation for selection to the Village Board of Trustees for their consideration and approval. Final approval is expected to take place no later than the _____, 2020 Village Board meeting.

P. Proposal Outline

Proposals are requested from qualified, independent consulting firms licensed in the State of Illinois for analysis services to study and develop an overall policing, training, accountability and community engagement assessment for the Oak Park Police Department based upon review of community and organizational input and current Police techniques, policies and practices to determine if the Oak Park Police Department is effective and equitable in the delivery of law enforcement services to all members of the community and for the purpose of making specific recommendations for change to improve techniques, policies and practices of the Oak Park Police Department.

The Village intends to enter into a Professional Services Agreement in substantially the form attached hereto with the selected consultant that is determined to be the best qualified and responsible firm for such services, and accordingly is seeking certain information whereby such professional service capabilities can be evaluated. In addition to qualifications, price proposals will be considered in the selection process. Consultant firms desiring to submit proposals shall follow the outline and instructions as follows, furnishing all requested information. All proposals will become the property of the Village.

The Village reserves the right during the term of the agreement to request additional services in addition to those specified in the Proposal form with payment for those additional services to be mutually agreed upon between the Village and the Consultant.

Proposals shall include the following information and provided in the following order:

- 1) The name of the firm and the location of the office which will have responsibility for this project must be indicated along with the name, address and phone number of a contact person responsible for and knowledgeable of this proposal. List the project team as follows:
 - a. Names of all principals/partners and/or parties having any interest in the firm;
 - b. Date the company was founded;
 - c. General nature of work experience/specialties;
 - d. Number of professional and support staff (by general classification) located in Illinois;
 - e. Estimated fee income for professional services in 2019; and
 - f. Project history for the past five (5) years.
- 2) A brief description of the consultant's capabilities, strengths and relevant experience developing municipal police department policing, training and accountability assessment in communities similar to Oak Park including but not limited to sworn officers, command structure, local law enforcement services, population, population density and location of existing Village facilities.
- 3) A team organization chart indicating the staff, their office location and their areas of involvement on the project.
- 4) An outline of each individual's personal experience on projects of a similar nature, including size of the project, role of the individual, areas of responsibility, level of involvement and time assigned to the project. Identify each individual's membership, affiliation or participation in Oak Park community organizations, clubs, groups etc. if applicable.
- 5) List other law enforcement policing, training, accountability and community engagement assessments completed by the consultant which are most comparable to the work described in the scope of services. Please provide a contact name, title, address, email and telephone number for the primary contact for each comparable assessment. Also, provide the total fees paid associated with each project.

- 6) A statement of commitment that personnel named in the proposal will be available for the duration of the project at the indicated level of involvement and will independent in their assessment, except where prevented by circumstances beyond the control of the Consultant.
- 7) A schedule of hourly salary rates for each job classification and any overhead factors.
- 8) Any objections to any terms of the request for proposal.
- 9) A detailed summary of the Consultant's Project Understanding and Approach for the scope of work which shall include the number of meetings anticipated, tasks performed by the Consultant, tasks performed by the Village, etc.
- 10) A detailed cost proposal for the scope of work, including all direct and indirect costs. The Consultant shall submit a summary of the tasks along with estimates of how many hours and cost they propose will be required to complete each activity.

Section II. Scope of Services

Project Background

Oak Park, Illinois is a thriving community of about 52,000 people located immediately west of the City of Chicago. Known for its architectural heritage and diverse population, Oak Park boasts one the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes within its 4.5 square miles. According to the July 1, 2019 United States Census Bureau population estimates, Oak Park has a population with the following racial demographics: White-69.1%; Black-18.3%; Asian-5.1%; Hispanic-8.8%. Oak Park has a density of more than 11,500 residents per square mile and its housing units are roughly fifth percent single family units and fifty percent multi-family units. Oak Park is rich in public transit with Metra, the Green Line, the Blue, Pace and CTA which all service the community. Oak Park also has a rich history related to the quality of the build environment with more structures built by renowned architect Frank Lloyd Wright than any other community in the world. Oak Parkers have championed fair housing, integration and equal treatment of all regardless of their differences. They have embraced historic preservation and environmental sustainability, including recycling, green energy and water conservation. Oak Park's municipal services are delivered by staff of about 400 employees, most housed in Village Hall, which is listed on the National Register of Historic Places. The Oak Park Police Department is headquartered in the lower level of Village Hall.

Oak Park operates under the council-manager form of government, in which a council, consisting of a president and six trustees, hires a professional manager to oversee the day-to-day operation of government services and programs. In Oak Park the council is known as the Village Board.

The Police Department enforces laws, maintains order, and protects Constitutional rights. The Department investigates reported criminal incidents, apprehends violators of the law, preserves the peace, controls traffic and is involved in crime prevention. The department operates under a

community policing strategy in providing all of its services. Resident beat officers assigned to each area of the Village provide neighborhood police customer services and problem solving. The department co-sponsors safety programs with neighborhood meetings.

Oak Park's emergency dispatching services are provided via an Intergovernmental Agreement at the West Suburban Consolidated Dispatch Center in River Forest along with the communities of River Forest, Elmwood Park, Forest Park and Park Ridge.

In 2019, there were 65,028 Oak Park Police responses including calls, traffic stops, vacation property checks and alarm/security checks.

The FY20 Oak Park General Fund budget provided for the following staffing levels to provide these services:

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<u>DEPARTMENT</u>	<u>DIVISION/SUB CATEGORY</u>	<u>POSITION</u>	<u>FY20</u>
Police	Administration	Police Chief	1.00
Police	Administration	Deputy Chief	2.00
Police	Administration	Police Administrative Commander <i>(re-organized as sworn in 2018)</i>	-
Police	Administration	Police Sergeant - Internal Affairs	1.00
Police	Administration	Police Officer- Research/Planning	-
		Training Coordinator & Emergency Preparedness/Response Manager <i>(State Grant & re-organized to Health Department 2018)</i>	-
Police	Administration	Executive Secretary	1.00
SUBTOTAL			<u>5.00</u>
Police	Field	Commander	3.00
Police	Field	Sergeant	12.00
Police	Field	Police Officer	65.00
Police	Field	Community Service Officer	6.00
Police	Field	Community Liaison Coordinator	-
Police	Field	Parking Enforcement Officer	10.00
Police	Field	Parking Enforcement Supervisor <i>(Position funding beginning 04/01/19)</i>	2.00
SUBTOTAL			<u>98.00</u>
Police	Support	Commander	2.00
Police	Support	Sergeant	4.00
Police	Support	Police Officer	16.00
Police	Support	Police Officer (School Resource Officer)	3.00
Police	Support	Police Officer (Resident Beat Officer)	6.00
Police	Support	Police Officer (Neighborhood Resource Officer)	2.00
Police	Support	Police Officer (Foot Patrol)	3.00
Police	Support	Police Officer (Training)	1.00
Police	Support	Police Officer (Investigation Support Officer)	-
Police	Support	Evidence/Detention Custodian <i>(re-organized from Administration)</i>	1.00
Police	Support	Court Services Liaison <i>(re-organized from Administration)</i>	1.00
Police	Support	Budget/Revenue Analyst <i>(re-organized from Administration)</i>	1.00
Police	Support	Crime Analyst	1.00
Police	Support	Police Records Supervisor	1.00
Police	Support	Parking Advocate	2.00
Police	Support	Senior Police Records Clerk	2.00
Police	Support	Police Records Clerk	2.00
SUBTOTAL			<u>48.00</u>
TOTAL SWORN			121.00
TOTAL CIVILIAN			30.00
TOTAL POLICE			151.00

The racial demographics of the Oak Park Police Department are below:

Sworn Personnel	Male				Sworn Personnel	Female			
	White	Black	Hispanic	Other		White	Black	Hispanic	Other
Entry Level	47	9	8	4	Entry Level	10	2	0	0
Supervisory	9	1	3	1	Supervisory	0	2	0	0
Command	3	0	1	0	Command	0	1	0	0
Executive	1	1	0	0	Executive	0	0	0	0
Total	60	11	12	5	Total	10	5	0	0
% of Total	58%	11%	12%	5%	% of Total	10%	5%	0	0

The overall crime rate in Oak Park increased a modest 5 percent in 2019, according to data compiled by the Police Department for the [FBI's Uniform Crime Reporting Program](#) that studies patterns and trends over time. The increase was driven in part by an uptick in robberies, the category that includes incidents of vehicle hijackings that officials say have spiked throughout the region. Burglaries and thefts, which historically represent more than 80 percent of all crimes committed in Oak Park, remained the biggest categories, but decreased in 2017, according to the report, a drop Police attribute to residents who are locking doors and windows and properly securing their belongings.

Oak Park Police investigated 1,728 crimes in 2019, up from the 1,650 crimes reported in 2018, but down from the 1,635 crimes reported in 2017. Police investigated 1,605 crimes in 2016.

Burglaries and thefts continued to represent the majority of all crimes committed in Oak Park in 2019. Police investigated 1,253 thefts and 244 burglaries in 2019, compared to 1,077 thefts and 357 burglaries in 2018. Police investigated 96 robberies in 2019, from the 99 robberies reported in 2018. There were 134 robberies in 2017 and 68 robberies in 2016.

Arrests were up in 2019. Oak Park Police arrested 256 suspects in connection with the most serious offense categories under the crime index reporting system. That is an increase from 203 in 2018 compared 188 arrests in year 2017 and 167 arrests in year 2016.

Please see the chart below which provides offense, arrest, traffic and drug arrest data from 2016 to 2019.

Oak Park Police Department
Year to Date: January - December 2019 * Part 1 Offense / Arrest / Traffic / Drug Arrest
All Data are preliminary and subject to change

PART ONE OFFENSES	2016	2017	2018	2019	2018 vs 2019 % Change	TREND	Dec 18	Dec 19	% Change
MURDER	0	2	2	0	-100%	↔	0	0	N/C
CRIMINAL SEXUAL ASSAULT	3	9	17	13	-24%	↔	3	2	-33%
ROBBERY	68	134	99	96	-3%	↔	9	14	56%
AGGRAVATED ASSAULT/BATTERY	34	35	31	49	58%	↔	5	4	-20%
BURGLARY	360	311	357	244	-32%	↔	19	20	5%
THEFT	1057	1035	1077	1253	16%	↔	101	119	18%
MOTOR VEHICLE THEFT	80	107	64	71	11%	↔	8	8	N/C
ARSON	3	2	3	2	-33%	↔	2	0	-100%
TOTALS	1605	1635	1650	1728	5%	↔	147	167	14%
PART ONE OFFENSE ARRESTS									
	2016	2017	2018	2019	2018 vs 2019 % Change	TREND	Dec 18	Dec 19	% Change
MURDER	0	0	0	0	N/C	↔	0	0	N/C
CRIMINAL SEXUAL ASSAULT	0	1	6	4	-33%	↔	0	0	N/C
ROBBERY	19	23	12	13	8%	↔	1	9	800%
AGGRAVATED ASSAULT/BATTERY	16	18	15	38	153%	↔	3	2	-33%
BURGLARY	48	25	45	33	-27%	↔	0	1	N/A
THEFT	83	115	125	160	28%	↔	13	14	8%
MOTOR VEHICLE THEFT	1	6	0	7	N/A	↔	0	0	N/C
ARSON	0	0	0	1	N/A	↔	0	0	N/C
TOTALS	167	188	203	256	26%	↔	17	26	53%
Traffic									
	2016	2017	2018	2019	2018 vs 2019 % Change	TREND	Dec 18	Dec 19	% Change
Accidents	2192	2085	2174	2120	-2%	↔	177	173	-2%
Traffic Citations	2816	2644	3689	3236	-12%	↔	209	241	15%
DUI Arrests	57	43	36	37	3%	↔	4	7	75%
Suspended Arrests	137	116	96	45	-53%	↔	3	2	-33%
TOTALS	5202	4888	5995	5438	-9%	↔	393	423	8%
DRUG ARRESTS									
	2016	2017	2018	2019	2018 vs 2019 % Change	TREND	Dec 18	Dec 19	% Change
VIOL. OF THE CANNABIS ACT	15	3	14	13	-7%	↔	2	0	-100%
VIOL. OF CONTROLLED SUBST.	16	6	12	16	33%	↔	1	3	200%
VIOL. OF THE DRUG PARA. ACT	5	1	1	3	200%	↔	0	0	N/C
VIOL. OF METHAMPHETAMINE ACT	0	0	0	1	N/A	↔	0	0	N/C
TOTALS	36	10	27	33	22%	↔	3	3	N/C
CALL FOR SERVICE									
	2016	2017	2018	2019	2018 vs 2019 % Change	TREND	Dec 18	Dec 19	% Change
CALL FOR SERVICE	65830	67580	66286	65028	-2%	↔	4789	4496	-6%

N/A - any number when multiplied by 0, equals 0. As such, a % cannot be calculated for this problem

N/C - no change in numbers when compared

14 JAN 2020 - A BURGLARY WAS RECLASSIFIED TO UNFOUNDED

Scope of Services

The Village seeks the services of a highly qualified consultant with experience in assessing existing police procedures and policies, techniques, training and accountability within the Oak Park Police Department.

Using proven methods to develop an independent audit and determine if the Oak Park Police Department is effective and equitable in the delivery of law enforcement services to all members of the community.

Make specific recommendations for change to improve technique, policies and practices of the Oak Park Police Department. Any recommendations shall identify:

1. How such measures will improve the delivery of law enforcement services and serve the Oak Park community; and
2. How such measures improve the safety and vitality of the Village; and
3. How such measures respond to the Village's community needs for safe policing; and

Identify those existing Police Department's procedures, policies and training which satisfies the Village's community needs for safe policing.

The components of the assessment shall include discussions with key Police and Village personnel, discussion regarding community concerns, access to Police facility, evaluation of Police training courses specific to equity and implicit bias, analysis of current use of force and de-escalation policies and procedures, access to crime data, evaluation of current hiring and accountability practices, evaluate existing officer wellness and safety measures and budgeting for project and costs. A comprehensive, thorough process is required so that a credible consultant can be identified.

The final product shall be a comprehensive report that includes an executive summary, analysis of the existing police procedures and policies, techniques, training and accountability within the Oak Park Police Department and recommendations for improvements that will better serve the Oak Park community.

The selected consulting firm will conduct interviews and/or group meetings related to policing, training and accountability assessments to determine the exact need of the Oak Park Police Department and the Oak Park community.

The project will include a summary of recent successful measures that have been implemented to create fair and impartial policing and community engagement in other cities/villages that are similar to Oak Park in terms of population, style of government, and size of Police Department.

Items that must be included in the Project are, but not limited to:

- 1) A thorough evaluation of the current Police Department in regards to policing, techniques, training, accountability and community engagement. Note existing deficiencies throughout the department;
- 2) A study/evaluation of the routine operations of the Oak Park Police Department in order to achieve a thorough understanding of how the department serves the needs of the community;

- 3) A study/evaluation of community needs regarding policing and safety;
- 4) A study/evaluation of community engagement, with focus on interaction with diverse populations in the community including but not limited to minority populations, faith based organizations, youth, homeless and the LGBTQ+ community. *(I am not sure about this list...)*
- 5) Recommendations for improvements to policing policies and procedures;
- 6) Recommendations for improvements to hiring, staffing levels and training practices;
- 7) Recommendations for improvements to accountability procedures;
- 8) Recommendations for community engagement to build trust in the Police Department;
- 9) Recommendations for officer wellness and safety; and
- 10) Recommendations for the use of new policing technology.
- 11) Recommendations for the use of police data to publicly document the activities of the Oak Park Police Department on a regular basis.

The Village of Oak Park shall retain ownership of all data generated.

The report will include a proposed plan for implementation of recommendations (including time-frame, resources, costs estimates and measures for success.

The Consultant should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.

Additional Consultant's Responsibilities

- 1) Personnel, Materials & Equipment. The consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work.
- 2) Professional responsibilities. The consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.

Village Responsibilities

- 1) Provide a project contact and liaison.
- 2) Staff will provide available background information on the Police Department and access to any/all other related information.
- 3) Provide timely reviews of consultant's technical reports or other submittals.

Section III. Compensation Schedule

Please complete all forms and submit the information requested on the following pages and include as a part of the RFP response in a sealed envelope titled "*Proposal for Professional Consulting Services for an Overall Policing, Training and Accountability Assessment of the Oak Park Police Department*".

Fee Proposal and Acknowledgement Form

Base Proposal Pricing:

Policing Assessment \$ _____

Additional Services Pricing if any:

Describe: _____ \$ _____

Describe: _____ \$ _____

Describe: _____ \$ _____

Total Proposal Pricing: \$ _____

We hereby agree to furnish to the Village the services as outlined in the accompanying proposal in accordance with provisions, instructions, and specifications of the Village. This form must be signed by an authorized agent of the consultant. If the consultant is a corporation, the corporate seal must be affixed.

The successful Consultant will be required to agree to execute the Village's Professional Services Agreement and attachments.

The proposal shall be binding for 120 days following the proposal due date.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Proposals for PROFESSIONAL CONSULTANT SERVICES FOR AN OVERALL POLICING, TRAINING, and ACCOUNTABILITY ASSESSMENT OF THE OAK PARK POLICE DEPARTMENT.

I/We certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE

By.....: _____
Print Name.....: _____
Position / Title.....: _____
Company Name.....: _____
Address Line 1.....: _____
City, State, ZIP.....: _____
Telephone.....: _____
Email.....: _____

Section IV. Proposal Evaluation

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

- A. **Responsiveness to RFP**
The Village will consider all the material submitted to determine whether the Consultant's offering is in compliance with this RFP.

- B. **Ability to Perform Current and Projected Required Services**
The Village will consider all the material submitted by each Consultant, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing agreements of this type.

- C. **Qualifications: Experience and Relevant Knowledge**
The Village will assess the experience and relevant knowledge of the proposed dedicated team of personnel.

- D. **References**
The Village may contact references directly to inquire about where the respondent has previously demonstrated success in similar professional services and what was the perceived quality and type of services currently being provided to other customers.

- E. **Cost Proposal**
The Village will evaluate the overall fee cost proposal to provide the services requested in this RFP.

- F. **Optional Interviews and/or Site Visits**
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



Attachment 1.

RESPONDENT CERTIFICATION

PROPOSAL SIGNATURE: _____

State of _____)

County of _____)

TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated _____

Organization Name

(Seal - If Corporation)

By _____

Authorized Signature

Address

Telephone

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

In the state of _____ . Notary Public

My Commission Expires: _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of

_____ and is organized and existing under the laws of the State of _____.

The full names of its Officers are:

President _____
Secretary _____
Treasurer _____

The corporation does have a corporate seal. (In the event that this bid 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 which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partners

The partnership does business under the legal name of

_____ which name is registered with the office of _____ in the county of _____ in the state of _____.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is _____.

If the Respondent is operating under a trade name said trade name is _____ which name is registered with the office of _____ in the county of _____ in the state of _____.

Signed _____
Sole Proprietor

Minority Business and Women Business Enterprises Requirements

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subconsultants in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

DRAFT



Attachment 2I. Compliance Affidavit

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

1. I am the (title) _____ of the Proposing Firm (“Firm”) and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled “Organization of Proposing Firm,” which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm’s business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to “Proposing Requirements”.
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled “EEO Report.”
7. Neither the Firm nor its affiliates is barred from 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 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 Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders

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

#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 Consultant is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

Signature: _____ Printed Name _____

Name of Business: _____ Your Title: _____

Business Address: _____

(Number, Street, Suite #)

(City, State & Zip)

Telephone: _____ Fax: _____ Web Address: _____

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

Notary Public

M/W/DBE STATUS AND EEO REPORT

1. Consultant 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 W/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 subconsultants working on this agreement. Forms will be furnished to the lowest responsible Consultant 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. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Consultant Name _____
 Total Employees _____

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

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

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

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

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2020.

 (Signature) (Date)



Attachment 3. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment V and include in the space below any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Project Name: *Professional Consulting Services for an Overall Assessment of Policing, Training and Accountability for the Oak Park Police Department*

Date Issued: _____, 2020

Comments:



Attachment 4.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this ___ day of _____, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and _____, a _____ (hereinafter referred to as the “Consultant”).

RECITALS

WHEREAS, the Village intends to have professional consulting services performed by the Consultant to provide an overall assessment of policing, training and accountability of the Oak Park Police Department (hereinafter referred to as the “Project”), pursuant to the Village’s Request for Proposals dated _____, 2020 (“RFP”), attached hereto and incorporated herein as though fully set forth; and

WHEREAS, the Consultant has submitted a Proposal dated _____ (hereinafter referred to as “Proposal”), attached hereto and incorporated herein as though fully set forth, pursuant to the Village’s RFP and the Village has selected the Consultant to perform the Project as set forth herein based upon the Consultant’s Proposal.

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

1. RECITALS INCORPORATED.

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

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform the Project as more completely described in the RFP and the Consultant’s Proposal. After written authorization by the Village, the Consultant shall provide the services for the Project. The Village shall approve the use of subconsultants by the Consultant to perform any of the services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the RFP. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the services to be provided pursuant to this

Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

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

2.4. Village Authorized Representative. The Village Manager or the Manager's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates _____ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

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

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the services in an amount not to exceed \$_____ ("Contract Price"). The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of

receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

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

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

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to

reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

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

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire upon the Consultant's completion of its services pursuant to Section 3.6 above.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may take effect unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 19 below of its intent to terminate.

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

5. INDEMNIFICATION.

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

6. INSURANCE.

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

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

(A) **Commercial General Liability:**

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

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

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case

employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

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

Combined Single Limit	\$1,000,000.00
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- (E) **Umbrella:**
 - i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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- (F) The Village, its officers, officials, agents, employees and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, agents, employees, and volunteers.

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

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. The Consultant waives and agrees to require its insurers to 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 Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

8. FORCE MAJEURE.

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

9. AMENDMENTS AND MODIFICATIONS.

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

10. STANDARD OF CARE.

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

10.2. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's services.

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

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

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

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

11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

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

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds

passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

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

11.4. The Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Consultant shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

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

13. NON-WAIVER OF RIGHTS.

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

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

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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

in the Contract Price;

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

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

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

15. CONFIDENTIALITY.

15.1. The parties recognize and agree to keep records, documents and other materials as designated by the Village confidential as herein provided.

15.2. With respect to the disclosure of data or other information by the Consultant or the Consultant's employees, the Consultant shall hold all information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and the Consultant shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Consultant's duties for the Village. Before providing any data or other information to a third party, the Consultant shall secure the permission of the Village in writing to provide such data or other information to the third party.

15.3. The obligation set forth in Section 15.2 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

15.4. The Village and the Consultant shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy.

16. NO COLLUSION.

16.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

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 brought 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 by 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 Consultant:

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

20. BINDING AUTHORITY.

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

21. HEADINGS AND TITLES.

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

22. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

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

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

23. EFFECTIVE DATE.

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

24. AUTHORIZATIONS.

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

25. EQUAL OPPORTUNITY EMPLOYER.

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

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

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

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

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

VILLAGE OF OAK PARK

CONSULTANT

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2020

Date: _____, 2020

ATTEST:

ATTEST:

By: Vicki Scaman
Its: Village Clerk

By:
Its:

Date: _____, 2020

Date: _____, 2020

