



# REQUEST FOR PROPOSAL (RFP)

Employee Compensation and Classification Evaluation

Issued: February 24, 2023

Due: March 17, 2023

The Village of Oak Park (“the Village”) is requesting proposals to assure that it is receiving optimum service levels at a competitive price.

Responses shall be returned on or before March 17, 2023 before 4:00 p.m. CST to:

Village of Oak Park  
Human Resources Department  
Attn: Kira Tchang, Assistant Village Manager/Human Resources Director  
123 Madison Street  
Oak Park, IL 60302  
[ktchang@oak-park.us](mailto:ktchang@oak-park.us)

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## Section I. General Requirements

### A. Introduction and Mandatory Terms

The Village of Oak Park is a full-service municipal corporation located in Cook County, Illinois. Oak Park is a home rule community that operates under a Council-Manager form of municipal government. Six Village Trustees and the Village President are elected at-large to staggered four-year terms. The Village Board hires a Village Manager to manage and administer municipal government activities on a day-to-day basis and coordinate the operations of the Village organizations.

The Village's 2023 Adopted budget includes authorization for 394.50 full-time equivalencies (FTEs). This includes a mix of full-time, part-time, seasonal and temporary employees. The majority of Village employees (including public safety, public works and certain clerical/technical positions) are represented by nine collective bargaining units, however there are over 80 non-represented classifications within the organization.

**The Village of Oak Park is requesting a proposal for consulting services to conduct a Classification and Compensation Study to review existing job descriptions and compensation system, including all benefits, analyzing current jobs performed by employees, determining the correct market pay for each position, establishing the market value of the employee benefits package, and providing a market analysis of the total compensation including salary and benefits. The consultant should make recommendations for adjustments to pay and benefits that may be needed.**

The Village will receive responses on or before March 17, 2023 on or before 4:00 p.m. central standard time addressed as follows:

Village of Oak Park  
Human Resources Department  
Attn: Kira Tchang, Assistant Village Manager/Human Resources Director  
123 Madison Street  
Oak Park, IL 60302  
[ktchang@oak-park.us](mailto:ktchang@oak-park.us)

Each service provider shall *provide one (1) electronic copy via email.*

All additional questions must be submitted via email to [ktchang@oak-park.us](mailto:ktchang@oak-park.us) no later than noon on March 8, 2023. Responses will be provided to the known list of RFP recipients, on our website, as well as on DemandStar.com.

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

Other inquiries regarding this RFP shall be directed to Kira Tchang, Assistant Village Manager/Human Resources Director, at [ktchang@oak-park.us](mailto:ktchang@oak-park.us).

**B. Presentation of Request for Qualifications**

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

**C. Service Provider Notification**

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

**D. Award of Contract**

**The selected service provider shall enter into a Professional Services Agreement in substantially the form attached hereto and incorporated herein as Attachment V.** Selection of the most qualified is determined by the evaluation committee, and the approval of the Village Manager or Village Board (as required).

The final Professional Services Agreement must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The service provider 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.

**E. Taxes Not Applicable**

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

**F. Interpretation of the Request for Proposal Document**

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

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be e-mailed to all prospective service providers.

**G. Listing of Subcontractors and/or Sub-contractors**

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

**H. Subletting of Contract**

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

**I. Competency of Service Provider**

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Service Provider, if requested,

must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

**J. Village Ordinances**

The Service Provider will strictly comply with all Ordinances and codes of the Village of Oak Park and laws of the State of Illinois.

**K. Payments**

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

**L. Termination for Non-appropriation of Funds**

The Village reserves the right to terminate any multi-year agreement if the Village’s Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village’s appropriation for this purpose.

**M. Service Provider Personnel Assigned to the Village of Oak Park Account(s)**

The Village reserves the right to accept or reject any staff designated by the Service Provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

**N. Confidentiality**

The Service Provider shall keep the Village’s employee information and all related data confidential.

**O. Contract Term**

The Consultant shall commence Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the parties. The term shall remain in effect until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than December 31, 2023.

**P. Tentative Schedule**

Below is a tentative schedule for the request for proposal, evaluation of responses, selection and approval of a preferred firm or firms (“Service Providers”):

Proposals due:	<u>March 17, 2023 by 4:00 PM</u>
Proposals reviewed:	March 20, 2023 to March 24, 2023
Negotiations with preferred firm(s):	March 27, 2023 to March 31, 2023
Contract approval by staff or Board (if required):	By April 30, 2023

**Section II. Specific Requirements**

The purpose of the classification and compensation study is to address the following objectives outlined below:

1. Attract and retain qualified employees by ensuring total compensation is competitive in comparison with other regional governmental entities.

2. Ensure positions with similar complexity, responsibility, knowledge, skills, and abilities are classified together.
3. Provide salaries commensurate with assigned duties.
4. Clearly outline promotional opportunities and provide recognizable compensation growth
5. Provide justifiable pay differential between individual classes.

#### **Scope of Services:**

The study will evaluate the existing pay structure as compared to the specific job market for comparable positions in the public sector. The consultant shall perform or provide the following:

1. Conduct a comprehensive evaluation of non-union classifications within the Village to determine relative worth within the organization for internal equity and the appropriate placement within pay ranges.
2. Review all current job classifications; confirm and recommend changes to Appointee Pay Plan (Appendix A).
3. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions in comparable regional local governments as required.
4. Identify potential pay compression issues and provide potential solutions.
5. Analyze and recommend changes to the existing pay plan to meet market analysis.
6. Conduct a compaction analysis on current salaries.
7. Provide evaluation and job analysis specifically concerning compliance with FLSA status and compliance with ADA and ADAA legally defensible job descriptions.

**Meetings with Staff:** The Consultant shall conduct at least one (1) project kick-off meeting at the start of the project to meet with Department Heads regarding the project scope, expectations and questions. The Consultant shall schedule as many meetings (either in person or via teleconference) with Village Staff as necessary to complete the evaluation. The Consultant shall participate in one (1) meeting at the conclusion of the project to present findings and recommendations to senior managers (the anticipated duration of this meeting is approximately one to one-and-a-half hours), and the Consultant may be required to present findings and recommendations to the Village Board in an executive (closed) session meeting.

The Consultant shall provide the following project deliverables:

1. **Written report summarizing findings** related to the work undertaken in the Scope of Work and recommendations based on these findings that will enable the Village to implement modifications to salary ranges and placement of incumbent positions into salary ranges. The Consultant will provide a preliminary overview of the draft findings before finalizing the report.
2. **Oral presentation summarizing findings** to senior management staff upon completion.
3. **Cost impact** related to adjusting positions found above or below market comparability.

### **Section III. RFP Response Instructions**

#### **Proposal Format**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of proposer capabilities to satisfy the requirements of this request.

For your hardcopy submission, special bindings, colored displays, promotional materials, etc., are not desired. If using tabs please ensure each tab is labeled with more than simply a number or letter.

In responding to this Request for Proposals, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

Emphasis should be placed on completeness, simplicity and clarity of content. All proposal responses must be in the following format:

1. Cover Letter
2. Table of Contents
3. Items A - E as outlined above
4. License to provide service in Illinois
5. Attachments

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

1. *Cover Letter*

The cover letter should contain the name of the proposing Service Provider (and/or third-party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

2. *Table of Contents*

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

3. As described above.

4. *License to Provide Service in Illinois and Disclosures*

Service providers shall provide an affirmative statement indicating that the Service Provider and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

Service providers shall identify and describe any pending or previous litigation the Service Provider was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

5. *Attachments*

*Please provide completed copies of all the required attachments:*

- I. Cost Proposal Form
- II. Compliance Affidavit

- III. EEO Report
- IV. No Proposal Explanation (if needed)
- V. Professional Services Agreement

**A. Agents and Address**

- 1. Name, mailing address, email address and telephone number of the consultant or firm
- 2. Description of the consultant (corporation, partnership, other relevant descriptions) and year established.
- 3. Name(s), title(s), and business address of the person(s) responsible for submitting the proposal.
- 4. Identification by name of all key personnel working on the project, their experience, education and the specific role each individual will fill.
- 5. Description of the experience the consultant has in conducting similar studies. Please note any relevant work for other comparable governmental entities.

**B. Statement of Methods and Procedures**

- 1. Provide a statement describing the Scope of Work for the project.
- 2. Provide a narrative proposal on what approaches and techniques the consultant will use in identifying and evaluating the Scope of Work.

**C. Work Schedule**

- 1. Provide an estimate of time to complete the project and proposed timeline of work tasks with the date of completion of the project.

**D. Fees**

- 1. Provide an accounting of the consultant's rates and charges for services by phase and for the total project, and a proposed invoice schedule.

**E. References**

- 1. Provide evidence of the consultant's experience in providing services for other municipalities comparable to the Village of Oak Park.
- 2. List other accounts the firm has served and indicate whether the Village of Oak Park may independently contact such accounts for an appraisal of comparable services they have received from consultant

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**If a Service Provider cannot meet any of the specifications, expectations or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume full capabilities as described in Section II.**

\*\*\*\*\*

## **Section 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. Qualifications, experience and references of firms and ability to carry out scope of work
- B. Staffing, project organization

C. Costs

D. Miscellaneous

The Village reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate or it is otherwise in the best interest of the Village to do so.

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Appendix VII: Appointee Pay Plan Schedule

Village of Oak Park Personnel Manual

Rating	Salary Range	
<b>5 – General Services (GS)</b>	<b>\$0</b>	<b>\$22.00/hr</b>
Intern (part time – 30 hours per week/600 per year)		
Seasonal		
<b>9 – GS</b>	<b>\$20.51/hr</b>	<b>\$29.23/hr</b>
Administrative Secretary		
<b>11 – GS</b>	<b>\$23.08/hr</b>	<b>\$32.05/hr</b>
Adjudication Hearing Clerk		
Social Media Coordinator		
Research Assistant		
<b>15 – GS</b>	<b>\$26.92/hr</b>	<b>\$41.03/hr</b>
Office Coordinator		
HR Coordinator		
Fire Inspector		
Executive Secretary		
<b>17 – GS</b>	<b>\$30.77/hr</b>	<b>\$46.15/hr</b>
Business Intelligence Officer		
IT Operations Specialist		
Paralegal		
<b>6 - Professional/Management (PM)</b>	<b>\$50,000</b>	<b>\$75,000</b>
Automotive Parts Supervisor		

Crime Analyst		
Parking Enforcement Supervisor		
Police Community Liaison Coordinator		
Farmers Market Manager		
<b>7 – PM</b>	<b>\$55,000</b>	<b>\$80,000</b>
Deputy Village Clerk		
Communications & Social Media Manager		
<b>8 – PM</b>	<b>\$60,000</b>	<b>\$85,500</b>
Media Production Manager		
Office Manager <sup>i</sup>		
Parking Facilities Supervisor		
Parking Services Supervisor		
Budget & Revenue Analyst		
Police Records Supervisor		
Payroll Accountant		
Water Meter Supervisor <sup>i</sup>		
<b>9 – PM</b>	<b>\$65,000</b>	<b>\$92,500</b>
Building Maintenance Contract Coordinator		
Chief Building Inspector		
Civil Engineer I		
Environmental Health Supervisor		
Human Resources Generalist		
Grants Supervisor		
Permits Services Supervisor		
Neighborhood Services Supervisor		
Senior Accountant		
Street Supervisor <sup>i</sup>		
Executive Coordinator Office of the Village Manager		

<b>10 – PM</b>			<b>\$75,000</b>	<b>\$105,000</b>
Emergency Preparedness Coordinator				
Environmental Services Manager <sup>i</sup>				
Sustainability Coordinator				
Public Health Nurse				
Community Health Advisor				
Fire Marshal				
Police Administrative Commander				
Water & Sewer Supervisor <sup>i</sup>				
Management Analyst				
Collective Impact Manager				
<b>11 – PM</b>			<b>\$82,500</b>	<b>\$108,750</b>
Assistant Village Engineer				
Building Maintenance Superintendent <sup>i</sup>				
Civil Engineer II				
Health Education Manager				
Neighborhood Services Manager				
Fleet Services Superintendent <sup>i</sup>				
Forestry Superintendent <sup>i</sup>				
Water and Sewer Superintendent <sup>i</sup>				
<b>12 – PM</b>			<b>\$85,000</b>	<b>\$120,000</b>
Chief Communications Officer				
Community Relations Director				
Village Planner				
Parking & Mobility Services Manager				
Information Technology Operations Manager				
Streets Superintendent				
<b>13 – PM</b>			<b>\$100,000</b>	<b>\$135,000</b>
Assistant Village Attorney				
Permit Processing Manager/Chief Building Officer				

Assistant Human Resources Director		
Chief Sustainability Officer		
<b>14 - PM</b>	<b>\$115,000</b>	<b>\$160,000</b>
Fire Battalion Chief <sup>ii</sup>		
Director of Adjudication		
Deputy Chief Financial Officer		
Police Commander		
Village Engineer		
Assistant Director of Development Customer Services		
Chief Diversity Equity & Inclusion (DEI) Officer		
<b>15 – PM</b>	<b>\$120,000</b>	<b>\$165,000</b>
Information Technology Director		
Assistant Village Manager/Human Resources Director		
Deputy Fire Chief		
Deputy Police Chief		
Assistant Public Works Director		
Public Health Director		
<b>16 – PM</b>	<b>\$130,000</b>	<b>\$190,000</b>
Fire Chief		
Chief Financial officer		
Director Development Customer Service		
Deputy Village Manager		
Public Works Director		
Police Chief		
Village Attorney		

<sup>i</sup> Snow Call-Out Eligible Subject to Budgetary Appropriation not to exceed total funding of \$20,000 effective 2016 and the annual approval of the Village Manager.

<sup>ii</sup> Holiday Pay Eligible Consistent with Non-Exempt Fire Shift Personnel Subject to Budgetary Appropriation not to exceed total funding of \$70000 and annual approval of the Village Manager.



**Oak Park**

Attachment I. Cost Proposal Form

The undersigned proposes to furnish, Village of Oak Park Human Resources Department, 123 Madison St., Oak Park, IL 60302 and,

Vendor shall state as part of their bid, costs associated with

**Proposal Signature:** \_\_\_\_\_

State of \_\_\_\_\_), County of \_\_\_\_\_)

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

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

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

\_\_\_\_\_  
Organization Name  
(Seal - If Corporation)

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public



Attachment II. Compliance Affidavit

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

1. I am the (title) \_\_\_\_\_ of the Proposing Firm (“Firm”) and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated 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 affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to “Proposing Requirements”.
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an “Equal Opportunity Employer” as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Your Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

(Unit Number, Suite #) \_\_\_\_\_ (City, State & Zip): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Address: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public

\_\_\_\_\_

<sup>1</sup> 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.



**Attachment III. M/W/DBE Statue 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. For assistance in completing this form, contact the Department of Human Resources at 708-358-5650.

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 sub-consultants 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 Human Resources Department at 708-358-5650.

**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												
<b>TOTAL</b>												
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 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
( Signature )

\_\_\_\_\_  
( Date )



Attachment IV. No Proposal Explanation

If your firm does not wish to submit a proposal, please provide us with Attachment IV 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:  
Department: Human Resources  
Project Name: Employee Compensation & Classification Evaluation  
Date Issued:

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Comments:



**Attachment V. Professional Services Agreement**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as the “Contractor”).

**RECITAL**

**WHEREAS**, the Village intends to have Contractor provide employee compensation and classification evaluation services pursuant to the Village’s Request for Proposals (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 perform such services for the Village; 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. 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 Contractor to perform any of the Services that are the subject of this Agreement.

2.2. 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’s Human Resources Director or the Director’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. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, 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 18 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.

### **3. COMPENSATION FOR SERVICES.**

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

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

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall expire on December 31, 2023 at 11:59 pm.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate.

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

#### **5. INDEMNIFICATION.**

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

#### **6. INSURANCE.**

6.1. Contractor shall at 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.

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	\$2,000,000.00
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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 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. 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. Contractor waives and shall have its insurers waive, its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

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

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

10.4. 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. 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 Contractor with respect to this Agreement.

10.6. 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 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 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. 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. 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 Contractor to deliver same to the Village, at the Village's expense. 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 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. 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. 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 Contractor. Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. 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, 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. 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. 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 Contractor from providing services to any other public or private entity or person. In the event that 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.

#### **14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that 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 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 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:

14.1.1. The Village may require 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 Contractor 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;

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 payment from 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

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

14.2. In addition to the above, if 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.

#### **15. NO COLLUSION.**

15.1. 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. 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 Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then 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.

**16. ENTIRE AGREEMENT.**

16.1. 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.

**17. GOVERNING LAW AND VENUE.**

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

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

**18. NOTICE.**

18.1. 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, email or facsimile transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

If to the Contractor:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Fax: (708) 358-5101  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

18.2. 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.

18.3. Notice by email or facsimile transmission shall be effective as of date and time of facsimile 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 or facsimile 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.

**19. BINDING AUTHORITY.**

19.1. 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.

**20. HEADINGS AND TITLES.**

20.1. 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.

**21. COUNTERPARTS.**

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

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

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

**23. AUTHORIZATIONS.**

23.1. 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.

**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. 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.

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.

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**

**CONTRACTOR**

\_\_\_\_\_  
By: Kevin Jackson  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023