



REQUEST FOR PROPOSAL (RFP)

Employee Benefit & Insurance Services

Issued: June 15, 2021

Due: July 9, 2021

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 July 9, 2021 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

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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. The Village's 2021 Adopted budget includes authorization for 375 FTEs, most of whom are eligible for insurance benefits that include health, dental, vision and life insurance. The health insurance plans described below also include prescription drug coverage. Of the 375 FTEs employees, approximately 270 are covered under nine (9) collective bargaining units ranging from two members to ninety members. Insurance is considered a mandatory subject for collective bargaining purposes meaning that the Village and respective collective bargaining units (unions) representing the 270 employees are required to bargain such benefits. At time of posting approximately 319 employees have elected health insurance coverage through the Village. The Village also provides retirees with the option to retain their Village health insurance at their own cost; 106 Village retirees currently receive health insurance. Participants choose from two health maintenance organization (HMO) options or one preferred provider organization (PPO) plans described below for health and dental insurance. Employees eligible to receive life insurance may elect supplemental life and accidental death and dismemberment (AD&D) coverage for themselves, their spouse and/or dependents at their own cost. The Village conducts an annual open enrollment in late October/early November for employees and retirees to change plans and coverage.

The Human Resources Director is responsible for performing necessary duties in the administration of insurance plans for Village employees and retirees with approval of the Board of Trustees per the Village of Oak Park Village Code. The Human Resources Department administers the Village insurance program and related benefits for employees, retirees, and COBRA participants. The Village of Oak Park health insurance and prescription drug plans are self-funded including premiums paid for aggregate and specific stop-loss insurance. The 2021 Village budget for the entire insurance and benefit program is approximately \$8.1 million. \$

The Village requests the services of a qualified employee benefits consulting firm to provide an evaluation of the Village's existing employee benefits plans including health, dental, vision, life and prescription drug benefits and to recommend the most cost-effective method of providing those employee benefits. The firm will also be asked to make recommendations regarding supplemental insurance and/or other benefit programs related to the Village's S125 Cafeteria Plan, COBRA administration. Service delivery models for consideration include, but are not limited to, brokerage services, membership in multi-jurisdictional pools and/or direct relationships with an insurance carrier or carriers.

The Village will receive responses on or before July 9, 2021 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

Each service provider shall *provide five (5) hard copies of its response in a sealed envelope titled "Employee Benefits & Insurance Services RFP," or one (1) jump drive, or one (1) electronic copy via email.* There is no need to send both hardcopies and an electronic (PDF) copy.

All additional questions must be submitted via email to ktchang@oak-park.us no later than noon on July 1, 2021. 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.

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 initial contract term shall be from January 1, 2022 through December 31, 2025. The Village shall have the right to renew the contract on an annual basis for two (2) optional one (1) year terms (January 1 to December 31) as set forth below. The Contractor shall begin performing the services within fourteen (14) days of a notice to proceed from the Director of Human Resources

P. Contract Renewal

The Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village shall allow the Contractor to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Contractor must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed cost adjustment, the Village shall have the option not to renew the contract for the applicable term.

Q. 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>July 9, 2021 at 4:00 PM</u>
Proposals reviewed:	July 12, 2021 to July 16, 2021
Negotiations with preferred firm(s):	July 19, 2021 to July 23, 2021
Contract approval by staff:	By July 30, 2021
Firm presentation to Village Board (if required):	August 9, 2021
Open enrollment (tentative):	Begins October 25, 2021
New benefits take effect:	January 1, 2021

Section II. Specific Requirements

Detailed Plan Information

The Village of Oak Park is self-insured and offers three (3) health insurance plans through the Blue Cross/Blue Shield of Illinois Network: a preferred provider option (PPO) and two health maintenance options (HMO Illinois and HMO Blue Advantage). In addition, employees may forgo health insurance upon proof of coverage in a non-Village program as indicated below based on the coverage they would otherwise select.

Coverage	Blue Cross/Blue Shield of Illinois Health Insurance Plans 2021 Monthly Premiums			Village "Opt- Out" Program	Delta Dental Insurance Plans 2021 Monthly Premiums		VSP Vision Plan 2021 Monthly Premiums		Mutual of Omaha Life Insurance
	PPO	HMO Illinois	Blue Adv HMO	Monthly Payment	PPO Plus (High Plan)	PPO Plus (Low Plan)	"Base" Plan	"Premier" Plan	Basic Life
Single	\$867.30	\$726.75	\$663.02	\$75.00	\$33.61	\$25.44	\$6.57	\$10.59	\$0.12/\$1000
Single+1	\$1,682.65	\$1,418.43	\$1,287.78	\$125.00	\$65.39	\$49.35	\$10.51	\$16.95	Basic AD&D
Family	\$2,423.20	\$2,043.26	\$1,855.16	\$200.00	\$110.67	\$84.99	\$17.29	\$27.90	\$0.02/\$1000

All firms interested in providing insurance and/or brokerage services to the Village of Oak Park must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate **precisely** where the response to the particular question is located.

The firm will be expected to serve as the designated insurance broker of record for employee benefit programs; negotiate employee benefit plans as directed by the Village Manager, Human Resources Director, Chief Finance Officer or other designee; analyze insurance renewals, analyze claims experience/financial development for all insurance coverages and meet quarterly with Village staff to review; prepare annual reporting; make recommendations regarding benefit and insurance plans; review insurance, benefit and administrative service documents for accuracy and adherence to prior agreements; support open enrollment, including but not limited to assisting with development of open enrollment materials and coordinating and participating in open enrollment meetings as requested; assist with budget projections related to benefits programs; review contracts with providers for accuracy in rates, benefits, eligibility, and coverage; assist with claims and billing issues as requested by HR staff, employees and retirees; assist with the transition process associated with changing carriers/administrators; keep the Village informed of legislative mandates and provide training for staff as necessary; provide concise, timely and effective benefits reports as needed; and continue to enhance the Village's wellness program; and meet regularly with employees to assist with benefits enrollment.

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 discouraged. If using tabs please ensure each tab is labeled with more than simply a number or letter.

In responding to this Request for Proposal, 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. Description of items A - G as described below
4. License to provide service in Illinois
5. Attachments

A. Characteristics and Qualifications of the Firm

1. Describe the history and organization of your firm. Include your main business (benefits consulting, actuarial consulting, asset manager, insurance provider, etc.), number of employees, number of offices, locations and financial information.
2. Describe the office that will be designated to serve the Village's program and the services available at that office. If your firm intends to utilize other offices, describe the services they would provide for this account.
3. Name the principal and other key personnel who will be fully responsible for the account. Provide a resume or statement of professional qualifications, related educational background and professional certifications of the personnel assigned to this account. Also, list each person's title as it is conveyed professionally within the firm, and their particular area of expertise.
4. Attach a summary of the firm's premium volume for the past three years for employee group medical insurance coverage that includes dental and prescription plans if applicable.
5. Provide a copy of your firm's current financial statement.
6. Indicate if insurance coverage can be effective by January 1, 2022, assuming your firm is selected and approved by the President and Board of Trustees.

B. Conceptual Strategy

1. Review existing health insurance and related programs and conduct a risk analysis. Make recommendations for changes in plan provisions, alternate service delivery systems, financing alternatives, employee contributions, and other areas, as appropriate.
2. Describe your conceptual plan for the Village's health insurance and related benefit program. Include general coverage terms, exclusions, market capacity and constraints, risk retention or appropriate self-insurance levels, approximate premiums, retrospective rating plans and deductibles.
3. Describe any performance guarantees that your firm will make if awarded a contract with the Village.
4. Provide a detailed work plan for implementing new insurance or related benefit programs. The work plan must include a list of all tasks to be performed, the party responsible for

accomplishing the task, the date on which the task needs to be accomplished in light of the January 1, 2022 implementation date cited above in #A6.

5. The Village of Oak Park's benefits, human resources and payroll administration is currently maintained and executed using UKG and BS&A. Describe your experience working with these programs.
6. Describe any web-based or internet interfaces or access means Village staff will have to third party administrators or insurance carriers for purposes of enrolling, terminating or checking on the status of employees' benefit elections.
7. Describe your firm's experience conducting employee orientation and education sessions. Describe your plan for conducting such sessions with Village employees

C. Insurance Marketing Services

1. List all major insurance companies your firm has strong relationships with related to employee group medical insurance coverage.
2. Describe your access to the licensed, excess or surplus lines markets.
3. Describe the insurance marketing expertise of your servicing office and the firm with respect to municipalities and particularly those that are highly unionized similar as the Village of Oak Park.
4. Describe as well as submit information concerning the firm's access to specialized technical expertise to assist in identifying and analyzing problems in various areas. It is not essential that such expertise be "in-house"; the important point is for the firm to be able to demonstrate that it knows how to or can obtain such technical assistance should it be needed.

D. Service to the Account

1. Provide examples of Quarterly Reports and an Annual Reports for the Village of Oak Park including, among other relevant information, the complete accounting of fees or commissions earned on the account; a cumulative quarterly and annual premium and loss record; observations on relevant changes in the insurance market or industry and recommendations for potential cost savings for the Village; observations on loss exposures facing the Village and recommendations for minimizing such losses; and insurance policy summaries. If available, please attach a copy of an annual report previously prepared by your firm for a municipality.
2. Describe the form and substance of quarterly and annual meetings with the Village including the form and substance of meetings you conduct with major insurance carriers to discuss Village plans.
3. Describe the range of claim management services provided by the servicing office and your firm.
4. Describe your business management information systems to provide and maintain the Village's loss information. Provide examples of tables, charts, reports, graphical presentations or any other medium you use for conveying information.
5. Describe your ability to produce an annual "benefits statement" to all employees that describes employee insurance benefits as well as additional benefits provided by the Village. A list of Village benefits and pertinent data will be provided to the firm to supplement insurance benefit information. Such statements shall include a benefit description of each benefit, the dollar value of each benefit to the employee, how the value is calculated, when the benefit is realized, and the party responsible for achieving or providing the benefit.

E. Risk Evaluation and Control

1. Describe any exposure identification and evaluation assistance that is contemplated in your brokerage service to the Village.
2. Indicate any training, education or other technical or employee services available from your firm and the servicing office, as well as the frequency with which such services are available.
3. Describe your capacity, ability and experience offering corporate wellness programs to promote healthy lifestyles and reduce exposure to long-term health costs resulting from chronic or episodic conditions.

F. Reference List

1. Provide evidence of the firm's experience in providing service for other unionized municipalities with coverage or programs comparable to the Village of Oak Park, as well as a description of any underwriting procedures or special plans which have been used to service other accounts.
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 your firm.
3. List the municipalities or public entities your firm has served, and the degree to which they are (were) unionized. Describe the method or process by which changes were made in different unions.

G. Fee Structure

1. Describe the method(s) by which your firm is compensated, such as fees, commissions or a combination of both. Also, indicate your firm's willingness to work on a fee basis.
2. Submit the hourly billing rates of all personnel to be assigned to the project. This information will be used to negotiate modifications to work contained in the Scope of Work.
3. Submit other pricing/cost data necessary to carry out this project, including justification for any data submitted.
4. If the firm provides unique or proprietary services, submit a description of such services and the fee including fixed price and/or hourly billing rates.
Make all fee and pricing proposals on Section I, Proposal Form. If additional space is required, please include attachment behind the proposal form.

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 III. RFP Response Instructions

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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.

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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 - G 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

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.



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 _____, 2021.

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 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. 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 _____, 2021.

Notary Public

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.



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												
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 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 _____, 2021.

(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 Benefits & Insurance Services

Date Issued:

Comments:



Attachment V. Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, 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 benefits and insurance 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, 2025 at 11:59 pm. The term of this Agreement may be extended in writing for two (2) additional one (1) year periods at the Village's option. The Village will allow Contractor to increase or decrease the Contract Price for each annual renewal provided that the

annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, (US OOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all Items, 1982-1984 = 100). However, the maximum increase in the Contract Price shall be capped at five percent (5%) of the previous year's cost. Contractor must propose an annual cost adjustment to the Contract Price pursuant to the terms of this Section with supporting documentation in writing to the Village sixty (60) days before the expiration of the current term.

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

(E) **Umbrella:**
i. Limits:
Each Occurrence/Aggregate \$2,000,000.00

(F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and 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) 383-5101
Email: 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: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2021

Date: _____, 2021

ATTEST

ATTEST

By: Christina Waters
Its: Village Clerk

By:
Its:

Date: _____, 2021

Date: _____, 2021